



# MOSSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION

Association incorporated under section 21 of the Companies Act 1973 (as amended)  
P.O. Box 567 • MOSSSEL BAY 6500 • Western Cape • South Africa • Tel: 044 691 3054 • Fax: 044 691 1520  
E-Mail: status2@status-mark.co.za • Website: www.mosselbaygolfestate.co.za

## AGENDA/NOTICE

MOSSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION (NPC)  
MOSSSELBAAI GHOLFANDGOED HUISEIENAARSVERENIGING (NWO)  
REGISTRATION NUMBER/REGISTRASIE NOMMER: 1999/001249/0

Notice is hereby given of the 26<sup>th</sup> Annual General Meeting of Mossel Bay Golf Estate Home Owners Association to be held at 18h00 on **THURSDAY 9 November 2023** at the Mossel bay Golf Club, 17<sup>th</sup> Avenue, Mossel Bay:

**Only members or their legal proxies are permitted to attend.**

Hiermee gee ons kennis van die 26<sup>ste</sup> Algemene Jaarvergadering van die Mosselbaai Gholfandgoed Huiseienaarsvereniging wat gehou sal word om 18h00 op **Donderdag 9 November 2023** by die Mosselbaai Gholfklub, Mosselbaai:

**Slegs lede of hulle volmagte mag die vergadering bywoon.**

<b>1</b>	<b>Opening en Verwelkoming</b>	<b>Opening and Welcome</b>	
<b>2</b>	<b>Teenwoordig, verskonings en volmagte</b>	<b>Attendance, apologies and proxies</b>	<b>Pages 4-7</b>
<b>3</b>	<b>Goedkeuring van vorige notules</b> <ul style="list-style-type: none"><li>• Notule van die Algemene Jaarvergadering van 21 Desember 2022</li><li>• Notule van die Verdaagde Spesiale Algemene Vergadering van 16 Maart 2023</li></ul>	<b>Approval of the previous minutes -</b> <ul style="list-style-type: none"><li>• Minutes of the Annual General Meeting of 21 December 2022</li><li>• Minutes of the Adjourned Special General Meeting of 16 March 2023</li></ul>	<b>Pages 9-16</b>
<b>4</b>	<b>Verkiesing van Direkteure</b> <p>Die poste van vier (4) Direkteure moet gevul word na aanleiding van twee (2) bedankings en volgens Artikel 16.1 van die Grondwet, gebaseer op die huidige portefeulje van ses (6) direkteure.</p> <p><b>Gebruik asseblief die aangehegte nominasievorm om kandidate voor te stel en stuur die vorm na die kantore van Status Mark voor 18h00 op 2 November 2023 (11 Meyerstraat, Mosselbaai, 6500 of Posbus 567, Mosselbaai, 6500 of faks: 044 691 1520 of epos: <a href="mailto:status2@status-mark.co.za">status2@status-mark.co.za</a>)</b></p>	<b>Election of Directors</b> <p>The post of four (4) Directors to be filled following two (2) resignations and in terms of article 16.1 of the Articles of Association based on the current portfolio of six (6) directors.</p> <p><b>Please nominate candidates on the attached nomination form – this must be received at the offices of Status Mark (11 Meyer Street, Mossel Bay, 6500 or P O Box 567, Mossel Bay, 6500 or fax: 044 691 1520 or email: <a href="mailto:status2@status-mark.co.za">status2@status-mark.co.za</a>) by not later than 18h00 on the 2<sup>nd</sup> of November 2023.</b></p>	<b>Page 8</b>
<b>5</b>	<b>Voorsitter se verslag</b>	<b>Chairman`s Report</b>	<b>Pages 17-20</b>

Datum van kennisgewing / Date of Notice: 13 October 2023

<b>6</b>	<b>Gewone Resolusies</b>	<b>Ordinary Resolutions</b>	
	<ul style="list-style-type: none"> <li><b>Resolusie 1:</b> Oorweging en goedkeuring van die aangehegte finansiële dokumente (insluitend die direksie goedkeuring, ouditeursverslag, balansstaat, inkomstestaat)</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 1:</b> Consideration and approval of the financial documents attached (including the director's approval, auditors' report, balance sheet, income statement)</li> </ul>	<b>Pages 21-44</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 2:</b> Goedkeuring van die vergoeding van die ouditeure (2023/24)</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 2:</b> Approval of auditor's remuneration (2023/24)</li> </ul>	<b>Pages 45-46</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 3:</b> Goedkeuring van die begroting 2024/25, soos aangeheg</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 3:</b> Approval of the budget for 2024/25, as attached</li> </ul>	<b>Pages 47-50</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 4:</b> Kameras teen die grense van Cecil Sheppard Straat, Schoemanstraat, 11 De Laan &amp; 21 Ste Laan</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 4:</b> Cameras on borders of Cecil Sheppard Street, Schoeman Street, 11<sup>Th</sup> Avenue and 21<sup>St</sup> Avenue.</li> </ul>	<b>Page 51</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 5:</b> Goedkeuring van veranderinge aan gedragsreëls met of sonder wysigings</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 5:</b> Approval of changes to the Conduct Rules with or without amendments</li> </ul>	<b>Pages 52-53</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 6:</b> Goedkeuring van veranderinge aan Sekuriteitsreëls met of sonder wysigings</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 6:</b> Approval of changes to the Security Rules with or without amendments</li> </ul>	<b>Pages 54-56</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 7:</b> Goedkeuring van veranderinge aan die Argitektoniese Riglyne met of sonder wysigings</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 7:</b> Approval of changes to the Architectural Guidelines with or without amendments</li> </ul>	<b>Page 57-61</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 8:</b> Goedkeuring van OTB (Obligation to build penalties)</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 8:</b> Approval of the obligation to build penalties)</li> </ul>	<b>Page 62-64</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 9 :</b> Kort-termyn verhuring</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 9 :</b> Short-term letting</li> </ul>	<b>Pages 65-68</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 10 :</b> Verhurings prosedure</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 10 :</b> Letting prosedure</li> </ul>	<b>Pages 69-110</b>
	<ul style="list-style-type: none"> <li><b>Resolusie 11 :</b> Toegangstelsels</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolution 11 :</b> Access Systems</li> </ul>	<b>Pages 111-120</b>
<b>7</b>	<b>Spesiale Resolusie</b>	<b>Special Resolution</b>	
	<ul style="list-style-type: none"> <li><b>Spesiale Resolusie 1:</b> Verander van MOI: Artikel 31</li> </ul>	<ul style="list-style-type: none"> <li><b>Special Resolution 1:</b> Change of MOI: Article 31</li> </ul>	<b>Pages 121-122</b>
	<ul style="list-style-type: none"> <li><b>Spesiale Resolusie 2:</b> Verander van MOI soos per aangehegte skedule.</li> </ul>	<ul style="list-style-type: none"> <li><b>Special Resolution 2:</b> Change of MOI as per attached schedule.</li> </ul>	<b>Pages 123-124</b>
<b>8</b>	<b>Algemeen</b>	<b>General</b>	
	Enige punte vir oorweging onder Algemeen moet voor 31 Oktober 2023 ingehandig word by Status Mark	Please note that any items to be considered under General must be handed in before 31 October 2023 at the office of Status Mark	
	<b>Soos voorgeskryf deur Raad</b>	<b>By order of the Board</b>	

Datum van kennisgewing / Date of Notice: 13 October 2023

<p><b><u>Nota :</u></b></p> <p>1. Elke gemagtigde lid sal geregtig wees om persoonlik te stem of deur 'n volmag en sal slegs 1 (een) stem hê per wooneenheid of erf geregistreer in hul naam, soos omskryf in die Grondwet.</p> <p>2. Indien die eenheid of die erf in meer as 1 (een) persoon se naam geregistreer is sal al die mede-eienaars gesamentlik slegs 1 (een) stem hê.</p> <p><b>3. <u>Vir administratiewe doeleindes word versoek dat volmagte 24hr voor die aanvang van die vergadering ingehandig word by Status Mark se kantore te 11 Meyerstraat, Mosselbaai of per epos: <a href="mailto:status2@status-mark.co.za">status2@status-mark.co.za</a></u></b></p>	<p><b><u>Note :</u></b></p> <p>1. Every authorised member shall be entitled to vote in person or by proxy and shall have 1 (one) vote for each unit or erf registered in his name, subject to the provisions of the Articles.</p> <p>2. If the unit or erf is registered in the name of more than 1 (one) person, then all such co-owners shall jointly have one vote.</p> <p><b>3. <u>For administrative purposes it is requested that proxies be handed in at the latest, 24hrs before commencement of the Annual General Meeting. Proxies can be handed in at the offices of Status Mark at 11 Meyer Street, Mossel Bay or via mail: <a href="mailto:status2@status-mark.co.za">status2@status-mark.co.za</a></u></b></p>
<p><b><u>Alle lede wie die vergadering gaan bywoon word aangemoedig om van 17:00 in te teken.**</u></b></p>	<p><b><u>All members who will be attending the meeting are encouraged to start signing in from 17:00.**</u></b></p>
<p><b><u>** Enige punte vir bespreking onder Algemeen moet voor 31 Oktober 2023 ingehandig word by Status Mark</u></b></p>	
<p><b><u>Please note that any items to be discussed under General must be handed in before 31 October 2023 at the office of Status Mark</u></b></p>	

Datum van kennisgewing / Date of Notice: 13 October 2023

**PROXY/VOTING PAPER**  
**MOSSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION (NPC)**  
**(Association incorporated under Section 21)**  
**Registration number 1999/001249/08**

I \_\_\_\_\_ of erf \_\_\_\_\_, being a member of the Mossel Bay Golf Estate Home Owners Association  
hereby appoint -

\_\_\_\_\_ of \_\_\_\_\_, or failing him/her

\_\_\_\_\_ of \_\_\_\_\_, or failing him/her,

the chairman of the meeting as my proxy to

vote for me and on my behalf, at the Annual General Meeting of the Association to be held at 18h00 on the 9<sup>TH</sup> day of **November 2023** at the Mossel bay Golf Club, 17<sup>th</sup> Avenue, Mossel Bay and any adjournment thereof as follows :

**Ordinary Resolution No 1 (Financial Statements)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 2 (Approval of, and remuneration of the Auditors for the year ending June 2024)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 3 (Operating budget for 2024/2025)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 4 (Cameras)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 5 (Amendment of Conduct Rules)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 6 (Amendment of Security Rules)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 7 (Amendment of Architectural Guidelines)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 8 (Approval of the OTB penalties)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 9 (Short-term letting)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 10 (Letting procedure)**

In favour :       Against :       Abstain :

**Ordinary Resolution No 11 (Access Systems)**

In favour :       Against :       Abstain :

**Special Resolution No 1 (Amendment of MOI 31)**

In favour :       Against :       Abstain :

**Special Resolution No 2 (Amendment of MOI as per schedule)**

In favour :       Against :       Abstain :

(indicate instruction to proxy by way of a X in the space provided above)

Unless otherwise instructed my proxy may vote as he thinks fit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of signatory in block letters)

**[NOTE: ARTICLE 27.1 OF THE MEMORANDUM OF INCORPORATION**

**27.1 : A member may be represented at a general meeting by a proxy, who need not be a member of the Association. The instrument appointing a proxy, whether for a specified meeting or otherwise, shall be in writing signed by the member concerned or his agent, duly authorised thereto in writing, and shall be in the form below or to the effect of the form below, or in such other form as the directors may approve, in either case under the heading of or referring to the Association's name.**

**FOR ADMIN PURPOSES, WE REQUEST THAT PROXIES ARE HANDED IN 24 HOURS BEFORE THE MEETING.**

**VOLMAG/ STEM BRIEF**  
**MOSSELBAAI GHOLF LANDGOED HUISEIENAARSVERENIGING (NWO)**  
**Registrasie nommer 1999/001249/08**

Ek \_\_\_\_\_ van erf \_\_\_\_\_, 'n lid van die Mosselbaai Gholf Landgoed Huiseienaarsvereniging stel hiermee vir  
\_\_\_\_\_ van \_\_\_\_\_, of alternatiewelik hy/ sy  
\_\_\_\_\_ van \_\_\_\_\_, of alternatiewelik hy/ sy,

die voorsitter van die vergadering as my volmag

om namens my te stem by die Algemene Jaarvergadering wat gehou sal word om 18H00 op die **9de dag van November 2023** by die **Mosselbaai Gholfklub, 17de Laan, Mosselbaai** en enige verdagting daarvan:

**Gewone Besluit Nr 1 (Finansiële State)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 2 (Ouditeurs vergoeding 2024)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 3 (Begroting 2024/25)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 4 (Kameras)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 5 (Wysiging van Gedragsreëls)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 6 (Wysiging van Sekuriteitsreëls)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 7 (Wysiging van Argitektoniese Riglyne)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 8 (Goedkeuring van OTB)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 9 (Kort-termynverhuring)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 10 (Verhuringsprosedure)**

Ten gunste :       Teen :       Buite Stemming:

**Gewone Besluit Nr 11 (Toegangstelsels)**

Ten gunste :       Teen :       Buite Stemming:

**Spesiale Besluit Nr 1 (Die wysiging van MOI 31)**

Ten gunste :       Teen :       Buite Stemming:

**Spesiale Besluit Nr 2 (Die wysiging van MOI soos per skedule)**

Ten gunste :       Teen :       Buite Stemming:

(dui u versoek aan die volmag by wyse van 'n X in die spasie voorsien)

Tensy anders versoek mag my volmag stem soos hy/ sy goed dink.

Geteken op die \_\_\_\_\_ dag van \_\_\_\_\_ 2023.

\_\_\_\_\_  
Handtekening

\_\_\_\_\_  
(Naam in drukskrif)

**[NOTE : ARTICLE 27.1 OF THE MEMORANDUM OF INCORPORATION.**

27.1 : "A member may be represented at a general meeting by a proxy, who need not be a member of the Association. The instrument appointing a proxy, whether for a specified meeting or otherwise, shall be in writing signed by the member concerned or his agent, duly authorised thereto in writing, and shall be in the form below or to the effect of the form below, or in such other form as the directors may approve, in either case under the heading of or referring to the Association's name."

**HIERDIE VOLMAG MOET INGEHANDIG WORD VOOR DIE AANVANG VAN DIE VERGADERING EN KAN INGEHANDIG WORD BY STATUS MARK, 11 MEYER STRAAT, MOSSELBAAI OF POSBUS 567, MOSSELAAI, 6500; EPOS: [status2@status-mark.co.za](mailto:status2@status-mark.co.za); faks: 044 691 1520**

**Weens administratiewe doeleindes word versoek dat volmagte 24 uur voor vergadering ingehandig word**

**NOMINATION OF DIRECTORS**

**MOSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION (NPC)  
(Association incorporated under Section 21)  
Registration number 1999/001249/08**

I \_\_\_\_\_ of erf \_\_\_\_\_, being a member of the Mossel Bay Golf Estate Home Owners Association hereby nominate the following person/s as director for election at the Annual General Meeting of the Company to be held on 9 November 2023 at 18H00 :

<b>Name (in block letters)</b>	<b>Address/Erf no in Mossel Bay Golf Estate</b>	<b>Acceptance of nomination (signature)</b>
1.		
2.		
3.		
4.		
5.		
6.		

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of signatory in block letters)

**NOTE: ARTICLES 15.2, 15.3 AND 15.4 OF THE MEMORANDUM OF INCORPORATION**

**15.2 : Every Director shall be an owner or the duly authorised representative of an owner which is a company, close corporation, trust, consortium or other suchlike entity. Every Director shall reside in the Development as his permanent residence or within the municipal district of Mossel Bay.**

**15.3 : Not later than seven (7) days before the date on which the annual general meeting is to take place, members must in writing nominate their proposed Directors for election at that annual general meeting.**

**15.4 : No person may be appointed as a Director if he or the principal referred to in Articles 15.2 is in arrear with his levy payments."**

**NB : Please take note that the members in general meeting may refuse to accept for election a nomination not accepted by the person so nominated.**

**THIS NOMINATION FORM MUST BE RECEIVED BY STATUS MARK BY NOT LATER THAN 18h00 ON 2 NOVEMBER 2023 AT THE OFFICES OF STATUS MARK AT 11 MEYER STREET, MOSEL BAY OR AT P O BOX 567, MOSEL BAY, 6500, email: [status2@status-mark.co.za](mailto:status2@status-mark.co.za); fax: 044 691 1520**





# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION

Association incorporated under section 21 of the Companies Act 1973 (as amended)

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## MINUTES OF THE 25th ANNUAL GENERAL MEETING OF THE MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION THAT WAS HELD ON WEDNESDAY, 21 DECEMBER 2022 AT 10H00 IN THE DUTCH REFORMED CHURCH HALL (“MOEDERGEMEENTE”), C/O BLAND AND CHURCH STREET, MOSSEL BAY

<b>1</b>	<b><u>OPENING &amp; WELCOME:</u></b>	
	<p>The meeting is opened with a prayer by Oscar Ehrensperger.</p> <p>The chairperson, Carel Kuun, opened the meeting and welcomed everyone present. A special welcome was extended to the HOA’s auditor, Lizaan Van Der Bank. The meeting was presented in English and Afrikaans. If any owners required a translation; Lize Uys &amp; Jaco Stander were available to translate.</p>	
<b>2.</b>	<b><u>ATTENDANCE PROXIES AND APOLOGIES:</u></b>	
	<p>Members as per the attendance register: 69 Member Proxies received: 116</p> <p>A legal Quorum was obtained.</p> <p>Status Mark: Messrs J Stander &amp; S Koen &amp; Miss L Uys</p>	
	<p><b>Apologies:</b> Etienne Van Zyl Dieter Schulze John Collins Dr. Stephan Olivier JD Van Reenen John Collins Anton Geldenhuys Francois Olivier Jean Borchardt Elna Botha Ines Barker Llewellyn Brooks Danie Le Roux</p>	
<b>3</b>	<b><u>APPROVAL OF THE PREVIOUS MINUTES &amp; MATTERS ARISING:</u></b>	
	<p><b>The minutes of the AGM held on 22 December 2021 were tabled and the members were asked to approve with or without amendments:</b></p> <p>Minutes were so approved: <b>Proposer: Mr. A Jonker      Seconded: Mr. K Otto</b></p>	
<b>4</b>	<b><u>CHAIRMAN’S REPORT</u></b>	
	<p>The Chairperson’s annual report was circulated prior to the meeting. Significant matters covered in the report were emphasized at the meeting. The Chairperson stated that the HOA Board experienced a difficult year with all the Directors Portfolio’s not filled. The HOA Board could only attend to urgent matters and not operate in full capacity. He urged members to make themselves available for selection as Directors.</p> <p>Following the presentation of the report members were given the opportunity to raise questions and/or comment on the contents of the report.</p>	

	<p><b><u>Surveillance System:</u></b> (Chaired by Mr C Kuun)</p> <ul style="list-style-type: none"> <li>➤ Mr Van Heerden stated that the co-operation agreement signed between the HOA Board and Municipality differ from the agreement approved by the previous HOA Board. The maintenance and repairs of the surveillance system was not agreed to be the responsibility of the HOA. He proposed that a separate agreement should be concluded between the HOA Board and JOC to address the salaries of at least 3 workers to the total amount of R75 000.00. The Chairperson replied that Mr Van Heerden asked the same questions before and was answered. The JOC will monitor the entire system as agreed.</li> <li>➤ Mr Wiltgen stated that all homeowners is effected by the cost paid for the surveillance system. The supplier was paid, the money is gone and the supplier didn't deliver. The Chairperson replied that everything was done in good faith.</li> <li>➤ Mr Bierman asked what internal controls were exercised with the payment and how could the cameras be included in the financial statements. He stated the payment shouldn't take place without a contract. At what stage was civil proceedings made against the supplier? The Chairperson responded that the supplier is a very small company and that the payment of the 80% deposit upfront was agreed. The Chairperson agreed that stricter financial controls is needed.</li> <li>➤ Mr Wannenburg stated that you are responsible if you handle another person's funds. Payment should only be done on receiving of goods. The Chairperson responded that due diligence was done by the HOA Board. The supplier did have a business track record with the Municipality and neighbourhood watches. The Chairperson stated that the supplier was proposed by the Municipality.</li> <li>➤ Mr Du Bruyn stated that it's good business practise to obtain more than one quotation. The Chairperson responded that 3 quotations were obtained and that the supplier's quotation was the lowest. The HOA needs Directors with expertise that can make a contribution.</li> </ul>	
<b>5</b>	<b><u>ENGAGEMENT REPRESENTATIVE HOME OWNERS FORUM</u></b>	
	<p>Mr Otto addressed the meeting and explained the functions of the Home Owners Forum briefly. The main focus of the Home Owners Forum is to assist with communication between the Homeowners and the board and work with the HOA Board and resolve member related matters before AGM's. The interest of home owners must be served by consequent enforcement of the rules. Messrs Otto and Hobbs will be available after the meeting for any questions from members.</p>	
<b>6</b>	<b><u>FEEDBACK FROM SHORT-TERM LETTING SUB-COMMITTEE</u></b>	
	<p>Mr Röth addressed the meeting regarding the short-term letting sub-committee that was formed. Meetings was held on 11 November 2022 and 14 December 2022 where aspects of concern like security was discussed. The sub-committee is also in the process to investigate the improvement of the access system for guests.</p>	
<b>7</b>	<b><u>ELECTION OF DIRECTORS:</u></b>	
	<p>The current composition of the HOA Board is 4 directors, the Chairperson did resign and the term of Mr Kosie Otto expired in terms of MOI. Status Mark received 9 (nine) nominations for these vacant portfolio's.</p> <p><b>Nominations received; and elected:</b>  N Van Noordwyk  F Olivier  P Bierman  P Venter  S Roth  H Böning</p>	

	<p><b>The Board therefore consists of the following members:</b>  A Jonker  W Nel  N Van Noordwyk  F Olivier  P Bierman  P Venter  S Roth  H Böning</p> <p>The Chairperson expressed gratitude to Kosie Otto for his years of service to the HOA. He has led the Security and Maintenance portfolio and has contributed immensely to residents enjoying a safe and secure environment.</p> <p>Mr Jonker thanked the outgoing Chairperson for his valuable contribution during his term.</p>			
<b>8 Ordinary Resolution No 1 (Financial Statements)</b>				
8.1	<p>Consideration and Approval of Financial Statements as presented:  The financial statements were audited by independent auditors.</p> <ul style="list-style-type: none"> <li>➤ Mr Gouws stated that the amended financial statements was circulated 2 days ago to make provision for the security cameras as bad debts. The Chairperson responded that changes to the financial statements was done on request from Home Owners Forum.</li> <li>➤ Mr Venter asked how the cameras were verified as asset. The Chairperson responded that at the time of the financial year end not enough evidence was available that fraud took place. Mrs Van Der Bank of Rain Auditors responded that items in terms of IOS16 from which future economic benefits will be generated should be off-set against reserves.</li> <li>➤ Mr Schutte asked if the expense for the damage by a 3<sup>rd</sup> party at Church Street was recovered. The Chairperson responded that the full amount was recovered.</li> <li>➤ Mr Janse Van Rensburg stated that Mr Schulze has an inquiry regarding the difference in bank balances in financial statements versus actual bank balances. Mrs Van Der Bank of Rain Auditors responded that the reason for the difference is that the interest is indicated separate from the Reserve Funds in the financial statements.</li> <li>➤ Mr Bierman asked what the terms of reference was for the transfer of R10 000.00 from the ABSA Contractors Deposit Account to the ABSA Road fund and why the Allan Gray Road Funds wasn't utilize for the road maintenance done over the financial year. Mr Bierman also asked when the Allan Gray Road Fund was ring-fenced, what the terms of the ring-fenced were and what effect did it have on the financial statements.</li> <li>➤ Dr Van Noordwyk stated that the amended financial statements wasn't circulated to members within the time frame as per MOI. Mrs Van Der Bank of Rain Auditors responded that she was sick and not able to amend the statements. The non-adjusting events has no effect on the financial statements. The audit is still in draft therefore adjustments can still be done.</li> </ul> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>			
	<b>In favour: 60 (31.25%)</b>	<b>Against: 105</b>	<b>Abstain: 19</b>	
<b>ORDINARY RESOLUTION 1 MUST BE ACCEPTED BY A MAJORITY VOTE, THEREFORE ORDINARY RESOLUTION 1 WAS NOT ACCEPTED</b>				
<b>Ordinary Resolution No 2 (Auditor's Remuneration)</b>				
8.2	<p>The meeting approved the auditor's remuneration.</p> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>			
	<b>In favour: 169 (88.02%)</b>	<b>Against: 6</b>	<b>Abstain: 10</b>	
<b>ORDINARY RESOLUTION 2 MUST BE ACCEPTED BY A MAJORITY VOTE, THEREFORE ORDINARY RESOLUTION 2 WAS ACCEPTED</b>				
<b>Ordinary Resolution No 3 ( Budget)</b>				

8.3	<p>The budget for 2023/24 was tabled.</p> <p>The budget estimates for the ensuing financial year were circulated prior to the Annual General Meeting.</p> <ul style="list-style-type: none"> <li>➤ Mr Bierman asked why Reserve Funds is build which cannot be distributed to members while there was a R144 000.00 profit. He also asked why interest is accumulated to build reserves while interest belongs to the members and can result in lower levies.</li> <li>➤ Mr Venter stated that he agrees with Mr Bierman. It was a discussion point at the 2019 AGM that members should benefit from the interest earned on funds. He also commented that a 15% increase in security doesn't make sense. Mr Jonker replied that the budget was based on actuals.</li> <li>➤ Mr Ehrensperger stated that it seems 2 items on the budget include provision for the security cameras. R310 000.00 is budgeted more on security. The Chairperson responded that the security cameras did not form part of the budget.</li> <li>➤ Mr Roux requested that members approve the budget. The security budget can only increase with the contract increase percentage of the Security Companies.</li> <li>➤ Mr Van Heerden asked that members vote on the budget.</li> <li>➤ Mr Du Bruyn stated that the investigation of the fraud case should first be finalized before the amount of R500 000.00 can be approved for security cameras. A special meeting should be held to approve the budget.</li> <li>➤ Mr Janse Van Rensburg <b>propose</b> that an Audit Committee is formed by the HOA Board and review the budget. The HOA Board can make amendments to the budget as seen fit. Mr Ehrensperger <b>seconded</b>.</li> <li>➤ Mr Smith stated that the proposal of Mr Janse Van Rensburg allow the HOA Board with an open mandate to adjust the budget as they wish.</li> </ul> <p>The budget was not approved by the meeting, the meeting directs the newly elected HOA Board to investigate the amendments and produce the budget at a special general meeting.</p> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>
	<p style="text-align: center;"><b>In favour: 87 (45.31%)                      Against: 90                      Abstain: 7</b></p>
<p><b>ORDINARY RESOLUTION 3 MUST BE ACCEPTED BY A MAJORITY VOTE, THEREFORE ORDINARY RESOLUTION 3 WAS NOT ACCEPTED</b></p>	
<p><b><i>Ordinary Resolution 4 (Cameras on southern border of Estate - St Blaze Nature Reserve)</i></b></p>	
8.4	<p>Members were asked to vote to spend R500 000 on cameras to be installed on the Nature Reserve border.</p> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>
	<p style="text-align: center;"><b>In favour: 119 (61.97%)                      Against: 63                      Abstain: 2</b></p>
<p><b>ORDINARY RESOLUTION 4 MUST BE ACCEPTED BY A MAJORITY VOTE, THEREFORE ORDINARY RESOLUTION 4 WAS ACCEPTED</b></p>	
<p><b>9      <i>Special Resolution 1: Change of MOI: Deletion of Article 22.6</i></b></p>	
9.1	<p>Members were asked to vote to amend the MOI by the deletion of Art 22.6 - "The instrument appointing a proxy and a power of attorney or other authority, if any, under which it is signed shall be deposited at the registered office of the Company or at such other place as the notice of the meeting concerned may require, not later than at the time stated in such notice: Provided that it shall not be more than 48 (forty-eight) hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default of complying herewith the instrument of proxy shall not be treated as valid."</p> <ul style="list-style-type: none"> <li>➤ Proposer stated case for motivation.</li> </ul> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>

	<b>In Favour: 170 (88.54%)</b>	<b>Against: 14</b>	<b>Abstain: 1</b>
	<b>SPECIAL RESOLUTION 1 MUST BE ACCEPTED BY A 75% MAJORITY VOTE, THEREFORE SPECIAL RESOLUTION 1 WAS ACCEPTED</b>		
	<b>Special Resolution 2: Amendment of Art 15.2 of the MOI</b>		
<b>9.2</b>	<p>Members were asked to vote to amend Art 15.2 of the MOI. Altered by replacement of Article 15.2 with the following wording: 15.2 Every director shall be an owner or the duly authorized representative of an owner which is a company, close corporation, trust, consortium, partnership, or other suchlike entity. Every director shall attend 50% board of director meetings and 50% HOA Social functions in person.</p> <ul style="list-style-type: none"> <li>➤ Proposer stated case for motivation.</li> <li>➤ Dr Van Noordwyk stated that he is not in favour of the resolution. The HOA Board should do anything in their power to work for members and the change wouldn't benefit homeowners. Why should members vote for a member to sit on the HOA Board on visit the estate once a year?</li> <li>➤ Mr Leonard agrees with Dr Van Noordwyk. Mr Leonard stated that it is important to stay on the estate for a director to have knowledge what's going on in his/her portfolio. This resolution can't be considered.</li> </ul> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>		
	<b>In Favour: 58 (30.20%)</b>	<b>Against: 127</b>	<b>Abstain: 6</b>
	<b>SPECIAL RESOLUTION 2 MUST BE ACCEPTED BY A 75% MAJORITY VOTE, THEREFORE SPECIAL RESOLUTION 2 WAS NOT ACCEPTED</b>		
	<b>Special Resolution 3: The Amendment of Article 2.1 of the Conduct Rules to make provision for work from home</b>		
<b>9.3</b>	<p>Members were asked to vote to amend Article 2.1 of the Conduct Rules to make provision for work from home.</p> <ul style="list-style-type: none"> <li>➤ Proposer stated case for motivation.</li> <li>➤ Mr Kriel stated that he agree with the resolution, but the interpretation of the resolution is difficult. Mr Kriel propose that the wording of the resolution be amended with the following: Subject to the provisions of clause 18, no trade, profession, or industrial, commercial, or professional business activity may be conducted on the estate. Business activity as mentioned can be approved by 60% of members at a general meeting, subject to such conditions as the meeting may determine.</li> </ul> <p>Applications for permission to conduct business activities contemplated above shall be lodged in advance in writing to the HOA and shall contain full description of the nature and extent of the relevant activities. Applicants must confirm and undertake that the business activity will not result/cause in any nuisance of any nature to other residents.</p> <p>Business activities performed by residents which do not require the presence of other persons, who are not part of the household, or which do not require in person presence at their residence with customers, suppliers and service providers does not require approval by the Board of Directors or the HOA to conduct their business."</p> <ul style="list-style-type: none"> <li>➤ Mr Wiltgen stated that many people are working from home nowadays and this matter will be more complicated in future.</li> <li>➤ The resolution will be voted on as presented and not be amended.</li> </ul> <p style="text-align: center;"><b>Proposer: C Kuun                      Seconded: A Jonker</b></p>		
	<b>In Favour: 145 (75.52%)</b>	<b>Against: 41</b>	<b>Abstain: 6</b>
	<b>SPECIAL RESOLUTION 3 MUST BE ACCEPTED BY A 75% MAJORITY VOTE, THEREFORE SPECIAL RESOLUTION 3 WAS ACCEPTED</b>		

<b>Special Resolution 4: The Conduct Rules of the Company be altered by the <u>ADDITION</u> of Conduct Rule 10.3 – Golf Screens</b>			
<b>9.4</b>	Members were asked to vote to amend the Conduct Rules of the Company by the <u>ADDITION</u> of Conduct Rule 10.3 – Golf Screens		
	<ul style="list-style-type: none"> <li>➤ Proposer stated case for motivation.</li> <li>➤ Mr Bierman stated that he picks up up to 8 golf balls per day which effect the safety of his grandchildren. He asked why the HOA Board decided to bring this matter to the AGM to set-up rules, because if the AGM takes the decision to change to Conduct Rules the HOA Board cannot change it.</li> <li>➤ Mr Wiltgen mentioned that he has collected 1000's of golf balls since he bought his property 10 years ago and did everything to protect his house against golf balls. The outside however is still a risk and precaution measures needs to be discussed.</li> <li>➤ Mr Wannenburg mention that only golfers see the backyard of his house and he needs to have freedom to erect a screen.</li> <li>➤ Me Van Niekerk mentioned that members did know they buy on a golf estate and will have to tolerate golf balls. The erection of screens will effect the market value of properties on the estate.</li> <li>➤ Mr Van Heerden stated that his hands was raised but the Chairperson knowingly ignore him. The HOA Board must investigate who granted those homeowners who erected golf screens the permission to do so.</li> </ul>		
	<b>Proposer: C Kuun</b>	<b>Seconded: A Jonker</b>	
	<b>In Favour: 95 (49.48%)</b>	<b>Against: 89</b>	<b>Abstain: 7</b>
<b>SPECIAL RESOLUTION 4 MUST BE ACCEPTED BY A 75% MAJORITY VOTE, THEREFORE SPECIAL RESOLUTION 4 WAS NOT ACCEPTED</b>			
<b>10</b>	<b>GENERAL</b>		
<b>10.1</b>	<b>Charl Wannenburg : Lodewyk Coetzee</b>		
	<ul style="list-style-type: none"> <li>➤ Mr Wannenburg asked why owners are not allowed to speak directly to Lodewyk Coetzee Architects.</li> <li>➤ The Chairperson replied that the HOA pay the architect to review applications/drawings in terms of ARC Guidelines. Prices will increase if every owner contacts the architect directly.</li> </ul>		
<b>10.2</b>	<b>Charl Wannenburg : Karavaan</b>		
	<ul style="list-style-type: none"> <li>➤ Mr Wannenburg asked what is the difference between a motorhome and caravan and why a motorhome may be parked outside your property but not a caravan.</li> <li>➤ The Chairperson replied that their is a rule for vehicle and trailers in the Conduct Rule and the Mr Wannenburg is welcome to investgate and challenge the rule.</li> </ul>		
<b>11</b>	<b>CONCLUSION</b>		
	<p>Mr. Jonker thanked the Chairperson and Mr Kosie Otto for their work as board members the past year.</p> <p>All members and their families are wished a joyous festive season.</p> <p>The meeting adjourned at 13H10</p> <p>Distribution: Minutes book All owners</p>		



# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION

Association incorporated under section 21 of the Companies Act 1973 (as amended)

P.O. Box 567 • MOSSEL BAY 6500 • Western Cape • South Africa • Tel: 044 691 3054 • Fax: 044 691 1520

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## MINUTES OF THE ADJOURNED HYBRID SPECIAL GENERAL MEETING OF THE MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION THAT WAS HELD ON THURSDAY, 16 MARCH 2023 AT 10H00 VIA ZOOM AND IN THE DOXA DEO CHURCH HALL ("AGS DA NOVA"), DA GAMA STREET, MOSSEL BAY

<b>1</b>	<b>OPENING &amp; WELCOME:</b>	
	The chairperson, Nick Van Noordwyk, opened the meeting and welcomed everyone present. The meeting was presented in English and Afrikaans. If any owners required a translation; Lize Uys & Jaco Stander were available to translate.	
<b>2.</b>	<b>ATTENDANCE PROXIES AND APOLOGIES:</b>	
	Members as per the attendance register: 27 Member Proxies received: 26	
	The chairperson, Nick Van Noordwyk, explained to the meeting that in terms of Article 36.3 of the MOI an adjourned meeting may commence after a waiting period of 30 minutes whether or not a legal quorum was obtained. The members present will be regarded as a legal quorum.	
	A legal Quorum was not obtained.	
	Status Mark: Mr J Stander Mr S Koen Mrs L Uys Mrs F Liebenberg	
	<b>Apologies:</b> Pieter & Engela Venter Catherine Bell John Collins Errol Van Rensburg Isolde Bayne	
<b>PURPOSE OF MEETING</b>		
	The chairperson, Nick Van Noordwyk, explained that certain resolutions did not pass at the 2022 AGM or did pass but with directions to the newly elected HOA Board. The HOA Board decided to hold an SGM and present the resolutions to the members for transparency and to improve member involvement.	
	Members are invited to the information-and social function on 16 March 2023.	
<b>3</b>	<b>Ordinary resolution 1:</b> Consideration and approval of the financial documents attached (including the director's approval, auditors' report, balance sheet, income statement)	
	<ul style="list-style-type: none"> <li>➤ The chairperson, Nick Van Noordwyk, stated that the financial statement was not approved at the 2022 AGM, because the financial statements was amended to correct wrongful entries relating to the St.Blaize Hiking Trail cameras not delivered by the supplier and the insurance claim at Church Street Entrance Gate. The amended financial statements was circulated on short notice to members before the 2022 AGM providing insufficient time for members to have an insight.</li> <li>➤ Dieter Schulze asked what is the change that the amount paid for the cameras will be recovered and should a provision be made in the financial statements.</li> <li>➤ Peet Bierman mention that the amount paid for the cameras is already written-off and the 2022 AGM approved an additional R500 000.00. The expectation at the moment is that the camera supplier has similar cases against him with the Estate 3<sup>rd</sup> inline for compensation. The cameras was indicated in the financial statements as an asset and not verifiable, the statements was amended so that the cameras can be indicated as a debtor. The transaction take place after the financial year end and a provision will be made after more information is available from the SAPS or court on the status of the matter.</li> </ul>	

	<b>Proposer: W Nel                      Seconded: A Jonker</b>		
	<b>In favour: 50 (100.00%)</b>	<b>Against: 0</b>	<b>Abstain: 3</b>
	ORDINARY RESOLUTION 1 MUST BE ACCEPTED BY A MAJORITY VOTE, THEREFORE <b>ORDINARY RESOLUTION 1 WAS ACCEPTED</b>		
	<b>Ordinary Resolution 2 – Approval of the budget for 2023/24</b>		
	Members were asked to vote on the operating budget for 2023/2024.		
	<ul style="list-style-type: none"> <li>➤ The chairperson, Nick Van Noordwyk, stated that the 2023/2024 budget was accepted by members with amendments at the 2022 AGM, but the resolution did not pass. Members asked that the security budget was overstated and should be reviewed by the newly elected HOA Board. Article 11.5 of the MOI stated that the budget should be approve at an AGM with or without amendments. The HOA Board decided to table the resolution for transparency reasons, although it is not in line with the requirements of article 11.5 of the MOI. The security sub-committee and financial sub-committee reviewed the security budget and adjusted the increase percentage with that of security firms.</li> <li>➤ Peet Bierman stated that Dieter Schulze asked a question regarding the budget. Two adjustments was done to the budget. The 15% increase for security was adjusted to 9% as agreed by the security firms and their governing body PSIRA. The interest earned on investments of +-R100 000.00 was taken in consideration as rebate in the budget. This resulted in the decrease of the originally proposed levy amount of R1570 to R1500 per month. The budget was approved at the 2022 AGM subject to the directions given to the HOA Board.</li> <li>➤ Dieter Schulze commented that it is not good financial practise to utilize the interest earned on reserves to reduce the levies. The interest earned on reserves should be added to the reserves to earn more interest for inflation purposes.</li> <li>➤ Jaco Du Bruyn stated that he disagree with Dieter Schulze. The interest earned should be utilized to lower levies in the interest of members.</li> <li>➤ Francois Grobler asked why the the faulty access system is not budgeted for.</li> <li>➤ The chairperson, Nick Van Noordwyk, stated that the access system will be discussed at the information session</li> <li>➤ New levy of R1500 per month from 1 July 2023 approved.</li> </ul>		
	<b>Proposer: W Nel                      Seconded: A Jonker</b>		
	<b>In favour: 52 (100.00%)</b>	<b>Against: 0</b>	<b>Abstain: 1</b>
	ORDINARY RESOLUTION 3 MUST BE ACCEPTED BY A 60% MAJORITY VOTE, THEREFORE <b>ORDINARY RESOLUTION 2 WAS ACCEPTED</b>		
<b>4</b>	<b>CONCLUSION</b>		
	<p>In conclusion the Chairperson thanked the members for their time and looking forward to see them at the Information-and social evening.</p> <p>The meeting adjourned at 12H37</p> <p>Distribution: Minutes book All owners</p>		





# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

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## Chairman's report to the Annual General Meeting 2023

Good day fellow members of the Mossel Bay Golf Estate Home Owners Association (HOA). It is my pleasure to report to you on the last year's progress and developments of the Board of Directors. It has been a difficult year where the Board have been attacked and criticised by certain individuals in almost every decision taken by the Board to improve the Estate for all members.

As can be seen by the sizeable agenda, the Board has been busy and many projects have been undertaken. Many new processes and policies have been established to improve the Estate and I would like to thank each and every director who has contributed to make all of this possible.

### Finance

Under the capable management of Peet Bierman, who has done an excellent job once again to manage the HOA finances. The Board members are very comfortable that the finances of the HOA are in an extremely healthy state with appropriate levels of reserve funds. A surplus of almost R175 000 was amassed during the last financial year and will be added to the reserve fund. Our current cash reserves is around R3,9 million and we project that at the end on this financial year our cash reserves will escalate to around R4,4 million.

I would also like to report back on the unfortunate situation with the previous cameras and the supplier who did not honour his responsibilities. We have taken legal steps to recover the money and were in advanced discussions with the person and his lawyer to refund our money when he unfortunately passed away. Our condolences go to his wife and children. The only other avenue now available will be to claim against his Estate. We will obtain advice and a legal opinion from our attorneys on the way forward.

It must also be mentioned that we have had several demands from a resident staying on the Estate on various issues and who is not a member of the HOA. The resident has opened a case against the HOA through CSOS to dispute the Board's decision on rentals in the Estate. The Board has not made any decision besides that a resolution/policy for rentals/letting should be drafted for the members to vote on/discuss at the AGM. This CSOS case will be opposed and we believe the case is frivolous and has no basis.

This same person has also raised a dispute with the Board and requested it to be taken to arbitration. His reasons for taking the Board to arbitration is that, according to him, the current budget was never approved, the Board illegally spent money on the electrical backup systems at the gates as well as installing cameras on the Estates boundaries that was not approved.

Once again the same resident has now made a defamation case against the Chairman and the HOA that will most probably end up in High Court. It is his opinion that his name was defamed during the last information meeting held.

Both the possible court case as well as the Arbitration will have the result that funds will have to be spent on legal fees which was not budgeted for and could possibly be extensive. If and when this happens, it could be that the Board will have to call for a special levy to obtain the amount payable for legal fees. It is the fiducial duty of the Board to communicate to the members of the possible legal and financial implications that could affect all members.

## **Security**

As you all know, there have been many break-ins right next to us in Village on sea and many more all around and in Heiderand during the last months. This threat will not diminish but would grow as unemployment grows and with our Government's lack of ability to grow the economy continues. We will have to look after ourselves and protect our own property and family. It is important to mention that Mossel Bay Golf Estate has not had any serious incidents or break-in's for almost 9 years. This can only be attributed to the good security measures we have in place and the seriousness of the Board on this topic.

Under the capable leadership of Pieter Venter we have made several changes to our security rules and processes. Pieter is continually improving the procedures in place to ensure on going safety.

The cameras that were installed are working very well and several potential incidents were identified before the person could even enter the property. At night under the cover of darkness we have followed and identified several potential incidents. These cameras proof to work well and it is the view of the Board that they need to be used to cover the Estate's entire border, including the east, north and western borders. A proposal was presented and commitment was obtained from the Municipality to supply more poles and electricity to install more cameras on our borders. See attached resolution for your decision.

One of our Security companies' services has been terminated due to several non-compliances and poor services. A more competent company has replaced them. We will not tolerate complacency and sub-standard services with security.

## **Maintenance**

My thanks to Stephan Roth who has done a sterling job in maintaining the Estate and our equipment. A proper evaluation was done and many risks were identified. Stephan compiled a long-term maintenance program to service and keep all our equipment up to standard. One big concern is the fences that should be replaced. The fences have rusted beyond mere repairs. As budget allows, all the fencing will be replaced over the next couple of years. All gate motors and fixtures were replaced this year to prevent possible failures by old equipment.

I am sure you will all agree with me that the gardens are the best they have ever been, and new gardens are constantly been established and old gardens upgraded. BowTie has done an excellent job in maintaining our gardens and open areas. The trees and shrubs next to the roads have been opened up to increase the visibility on corners and junctions. Roads have been widened where a safety concern was identified. Overall the Estate is in good condition and looking well.

A risk was identified that in the case of a veld fire in the area, there could be severe damages to property in the Estate. The Board has appointed the services of experts in this area to help draft a satisfactory fire program and conduct all measures possible to prevent any damages.

## **ARC**

A very difficult portfolio and one that under the leadership of Henry Boning has been very well managed. It is always a difficult process in trying to explain to members why they cannot do certain things, and why someone else in the Estate was previously, incorrectly, allowed to do the same thing. The members approved the rules and it is the responsibility of the Board to execute these rules. The Board does not have the mandate to change such rules on the run as many members may think.

With the load shedding in March 2023, solar installations spiked suddenly and all installations were speedily approved and documented.

As we near the point where all erven are built upon, the focus of the ARC will move from new houses to improvements of existing houses. Technology and material constantly changes and need to be taken into consideration. A resolution is added to this agenda to update some of the rules in line with modern developments.

Henry also acted as vice Chairman and I thank him for all the support he provided me during the year.

## **Rules**

Piet Ackerman has joined the Board later in the year and was thrown head first into a very difficult and demanding portfolio. He has excelled in his handling of this very sensitive portfolio. The success can clearly be seen by the reduction of contraventions of our rules to insignificant levels.

Piet also has the ability and personality to handle rules contraventions with the required empathy and to clearly communicate with those who contravened.

Piet has also spearheaded the very difficult process in researching letting/rentals in the Estate and recommending processes to manage such. This new recommendation will benefit all the members, both those who let and those who don't with clear procedures and documentation. I believe it is a very well researched and compiled document and worth consideration. Unluckily he and his working committee have been under attack and were harassed during this process by a small number of members who is against any change.

## **Managing Agent**

My thanks also goes out to StatusMark who handles the administration of the HOA. The Board were well supported and worked closely with all the employees at StatusMark. A special word of thanks to Jaco who is the point of contact between the Board and the members. Our Estate management team, Sias and Irene, have done a great job and we appreciate their dedication to the Estate.

## **In General**

The Board decided to hold the AGM in November this year. As the Estate moved from a majority holiday home Estate to a residential Estate where owners reside permanently, the Board have decided to change the date of the AGM to enable more people to attend. As non-residents go on leave during December and visit their holiday homes, residents also go on leave during this time to visit family and go on vacation. In a pursuit to get more people to the AGM, and after the success of the information sessions where almost 150 people attended the last session, the Board felt it fair to move the date and belief that more members will attend.

We would like to thank you the Homeowners who have chosen to invest in and live on the Estate. Your ongoing investment in your gardens and maintenance of your properties as well as your enthusiastic support for the policies is appreciated. We appeal and encourage the members to attend the AGM and to contribute to the management and success of our Estate. The property you own on the Estate is one of your bigger investments and this is the opportunity to ensure the Estate is well maintained and well managed and hence your investment.

In closing I would like to once again thank each and every director for the time and effort put into the successful running of the Estate. Many have made great sacrifices to serve and have come under severe criticism from the very same members they serve. As I said many times, this is the most unthankful job you can take on, without getting paid. To the wives and family of the directors, thank you for your understanding and patience.

We continue to serve the interests of the whole community.

Thank you

Dr Nick van Noordwyk  
HOA Chairman

## **RESOLUTION 1**

Mossel Bay Golf Estate Home Owners Association NPC: Annual General Meeting (AGM):  
9 November 2023

Ordinary Resolution (50%+1 majority votes): Approval of the Financial Statements for the financial year ending June 2023

### **Background**

1. The Mossel Bay Golf Estate Home Owners Association NPC, is a registered company (Registration No. 1999/001249/08) incorporated as a non-profit company as defined in the Companies Act No. 71 of 2008 (as amended).
2. The auditors of the association are appointed in accordance with the requirements of the Companies Act.
3. The HOA once again obtained an unqualified audit in respect of its financial statements for the 2022/23 financial year.
4. The HOA appointed auditors, Rain Auditing, performed the audit as required by the Companies Act.
5. This unqualified audit was made possible through the application of effective corporate governance and sound management practices which, inter alia, include:
  - 5.1 Risk Management: Identification of risks and the treating of these risks by means of mitigating measures;
  - 5.2 Capital Planning: Compile and prioritise a capital plan which include new, improvements and refurbishments (to extend economic life) of fixed and moveable HOA assets, and
  - 5.3 Financial Management: Holding adequate financial reserves, minimising income tax exposure and having monthly income and expenses forecast statements for the financial year.

### **Memorandum of incorporation (MOI) requirement**

6. Article 25.1.4 (extract provided hereunder) require the audited financial statements for 2022/23 financial year to be presented for approval at the 2023 AGM.

### **25 AGENDA AT ANNUAL GENERAL MEETING**

- 25.1 In addition to any other matter required by the Act or this memorandum to be dealt with at an annual general meeting, the following matters shall be dealt with at every annual general meeting:
  - 25.1.4 The consideration of the financial statements of the association for the preceding financial year;
  - 25.1.5 The consideration of the report of the auditors and the fixing of remuneration for the auditors;

**Recommendation**

7. In order to comply with Article 25.1.4 of the MOI it is recommended that the Financial Statements for the financial year ending June 2023 as presented, be approved.
8. A word of gratitude be expressed to the auditors at Rain Auditing and personnel at Prinsloo Property Management T/A Status Mark Property Management for that which has been accomplished.



Proposed: Peet Bierman

Date: 2023-10-10



Seconded: Nick Van Noordwyk

Date: 2023-10-10



# **Mossel Bay Golf Estate Home Owners Association NPC**

**(Company Registration Number 1999/001249/08)**

**Annual Financial Statements  
for the year ended 30 June 2023**



# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Annual Financial Statements for the year ended 30 June 2023

## Index

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The reports and statements set out below comprise the annual financial statements presented by the Trustees to the section owners:

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# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Annual Financial Statements for the year ended 30 June 2023

## General Information

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<b>Country of Incorporation and Domicile</b>	South Africa
<b>Nature of Business and Principal Activities</b>	Administration of the estate's assets and furtherance of the owner's interest therein
<b>Directors</b>	P. Venter S Roth Dr. N. van Noordwyk P. Bierman P Ackerman H BÖning A. Jonker - Resigned 04/07/2023 W. Nel - Resigned 03/08/2023
<b>Registered Office</b>	10 Church Street Mossel Bay 6500
<b>Business Address</b>	10 Church Street Mossel Bay 6500
<b>Bankers</b>	ABSA
<b>Compilers</b>	RAiN Chartered Accountants Incorporated La Casa 8 219 Flora Road Dana Bay 6510
<b>Managing Agents</b>	Prinsloo Property Management t/a Status-Mark 11 Meyer Street Mossel Bay 6500
<b>Income Tax Registration Number</b>	9137074648
<b>Value Added Tax Registration Number</b>	4180182927
<b>PAYE Registration Number</b>	7240760837

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Annual Financial Statements for the year ended 30 June 2023

## General Information

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**Level of Assurance**

These annual financial statements have been audited in compliance with the applicable requirements of the Community Schemes Ombud Service Act (No. 9 of 2011) & Companies Act 78 Of 2008

**Preparer**

The financial statements were independantly compiled by B.RAiN (Proprietary) Limited

**Units**

394



## **Report of the Compiler**

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### **To the Directors and Section Owners of Mossel Bay Golf Estate Home Owners Association NPC**

We have compiled the accompanying financial statements of Mossel Bay Golf Estate Home Owners Association NPC based on information you have provided. These financial statements comprise the statement of financial position of Mossel Bay Golf Estate Home Owners Association NPC as at 30 June 2023, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, a summary of significant accounting policies and other explanatory information.

We performed this compilation engagement in accordance with International Standard on Related Services 4410 (Revised), Compilation Engagements.

We have applied our expertise in accounting and financial reporting to assist you in the preparation and presentation of these financial statements in accordance with International Financial Reporting Standards for Small- and Medium-sized Entities (IFRS for SMEs). We have complied with relevant ethical requirements, including principles of integrity, objectivity, professional competence and due care.

These financial statements and the accuracy and completeness of the information used to compile them are your responsibility.

Since a compilation engagement is not an assurance engagement, we are not required to verify the accuracy or completeness of the information you provided to us to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on whether these financial statements are prepared in accordance with IFRS for SMEs.

DRAFT REPORT

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**RAIN Chartered Accountants Incorporated**  
**Chartered Accountants (S.A.)**  
**Registered Auditor**  
**Per: I.E. Pierce**  
**Mossel Bay**



B.RAIN  
Director: Ian Pierce  
Registration No: 1994 / 006924 / 07  
P O Box 1006, Saxonwold, 2132  
34 Fricker Road, Illovo, Johannesburg, 2196  
+27 11 243 5031, [www.b.rain.org.za](http://www.b.rain.org.za), [info@b.rain.org.za](mailto:info@b.rain.org.za)

## Independent Auditor's Report

### To the Owners of Mossel Bay Golf Estate Home Owners Association NPC

#### Opinion

We have audited the financial statements of Mossel Bay Golf Estate Home Owners Association NPC set out on pages 9 to 17, which comprise the statement of financial position as at 30 June 2023, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Mossel Bay Golf Estate Home Owners Association NPC as at 30 June 2023, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Community Schemes Ombud Service Act of South Africa.

#### Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the home owners association in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Emphasis of Matter – Basis of Accounting

We draw attention to note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the home owners association's own accounting policies to satisfy the financial information needs of the home owners association's owners. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

#### Other Information

The directors are responsible for the other information. The other information comprises the information included in the document titled "Mossel Bay Golf Estate Home Owners Association NPC Annual Financial Statements for the year ended 30 June 2023", which includes the Report of the Directors as required by the Companies Act of South Africa, and the supplementary information set out on pages 18 to 20. The other information does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

## **Responsibilities of the Directors for the Financial Statements**

The directors are responsible for the preparation and fair presentation of the financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the home owners association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the home owners association or to cease operations, or have no realistic alternative but to do so.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the home owners association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the home owners association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the home owners association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

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**RAiN Chartered Accountants Incorporated**

**Chartered Accountants (S.A.)**

**Registered Auditor**

**Per: I.E. Pierce**

**Mossel Bay**

# Mossel Bay Golf Estate Home Owners Association NPC

(Sectional Scheme Number 1999/0012149/08)

Annual Financial Statements for the year ended 30 June 2023

## Director's Responsibilities and Approval

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The directors are required to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements satisfy the financial reporting standards as to form and content and present fairly the statement of financial position, results of operations of the home owners association, and explain the transactions and financial position of the business of the home owners association at the end of the financial year. The annual financial statements are based upon appropriate accounting policies consistently applied throughout the home owners association and supported by reasonable and prudent judgements and estimates.


The directors acknowledge that they are ultimately responsible for the system of internal financial control established by the home owners association and place considerable importance on maintaining a strong control environment. To enable the directors to meet these responsibilities, the board sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the home owners association and all employees are required to maintain the highest ethical standards in ensuring the home owners associations business is conducted in a manner that in all reasonable circumstances is above reproach.

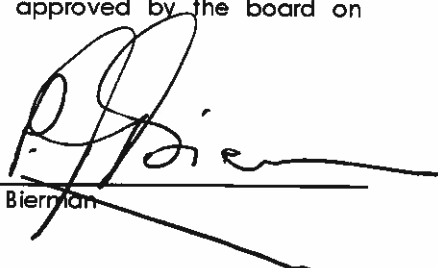
The focus of risk management in the home owners association is on identifying, assessing, managing and monitoring all known forms of risk across the home owners association. While operating risk cannot be fully eliminated, the home owners association endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The directors are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss. The going-concern basis has been adopted in preparing the financial statements. Based on forecasts and available cash resources the directors have no reason to believe that the home owners association will not be a going concern in the foreseeable future. The financial statements support the viability of the home owners association.

The professional accountants are responsible for reporting on the home owners association's annual financial statements. The professional accountants' compilation report is presented on page 3.

The annual financial statements as set out on pages 9 to 17 were approved by the board on 3-10-2023 and were signed on its behalf by:

  
\_\_\_\_\_  
Dr. N. van Noorwyk

  
\_\_\_\_\_  
P. Bierrman

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Annual Financial Statements for the year ended 30 June 2023

## Directors' Report

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The Directors present their report for the year ended 30 June 2023.

### 1. Review of activities

#### Main business and operations

The principal activity of the home owners association is administration of the estate's assets and furtherance of the owner's interest therein and there were no major changes herein during the year.

The operating results and statement of financial position of the home owners association are fully set out in the attached financial statements and do not in our opinion require any further comment.

Surplus of the home owners was R250,116.00(2022: surplus R814,826.00), after taxation of R174,439.00(2022: surplus R747,185.00)

### 2. Going concern

The annual financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

### 3. Events after reporting date

All events subsequent to the date of the annual financial statements and for which the applicable financial reporting framework require adjustment or disclosure have been adjusted or disclosed.

### 4. Directors

The directors of the home owners association during the year and to the date of this report are as follows:

P Venter

S Roth

Dr. N. van Noordwyk

P. Bierman

P Ackerman

H BÖning

A. Jonker - Resigned 04/07/2023

W. Nel - Resigned 03/08/2023

### 5. Contributions

Contributions paid by owners and interest earned during the year were sufficient to meet expenditure, resulting in a surplus of R174,439.00 (2022: R747,185.00).

### 6. Managing Agents

The home owner association's designated managing agent is Prinsloo Property Management t/a Status-Mark.

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/0012149/08)

Annual Financial Statements for the year ended 30 June 2023

## Directors' Report

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### 7. Compilers

RAIN Chartered Accountants Incorporated were the compilers for the year under review and their re-appointment depends on a resolution taken to that effect by section owners at the forthcoming annual general meeting.

### 8. CSOS compliance

CSOS levies


	R 2023
Balance brought forward	
CSOS levies received	87,988.08
CSOS levies paid	-87,988.08
Balance owing at year end	-

	R 2022
Balance brought forward	
CSOS levies received	83,401.92
CSOS levies paid	-83,401.92
Balance owing at year end	-

The trustees confirm that the annual return of the community scheme as required by section 59(b) of the Community Schemes Ombud Service Act, No 9 of 2011 was not submitted within the stipulated deadline of four months subsequent to year end for the previous financial year ending 30 June 2022.

### Approval of trustees report

  
\_\_\_\_\_  
Dr. N. van Noodwyk

  
\_\_\_\_\_  
P Bierman



# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Statement of Financial Position

Figures in R	Notes	2023	2022
<b>Assets</b>			
<b>Non-Current Assets</b>			
Property, plant and equipment	3	697,923	228,797
<b>Current Assets</b>			
Levies in arrears	4	473,063	504,204
Inventory	5	35,994	41,101
Trade and other receivables	6	5,880	443,794
Cash and cash equivalents	7	3,930,258	3,804,034
		<b>4,445,195</b>	<b>4,793,133</b>
<b>Total Assets</b>		<b>5,143,118</b>	<b>5,021,930</b>
<b>Reserves and Liabilities</b>			
<b>Reserves and Funds</b>			
Road Fund Reserve		881,237	1,008,796
Retained income		3,511,239	3,339,800
		<b>4,392,476</b>	<b>4,348,596</b>
<b>Current Liabilities</b>			
Trade and other payables	8	28,121	75,293
Current tax liability	9	143,317	67,640
Owners deposits	10	223,112	143,687
Levies in advance	11	356,092	386,714
		<b>750,642</b>	<b>673,334</b>
<b>Total Funds and Liabilities</b>		<b>5,143,118</b>	<b>5,021,930</b>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Statement of Comprehensive Income

Figures in R	Note	2023	2022
<b>Levy income</b>		6,846,612	6,653,798
Other income		118,473	292,281
Operating costs		<u>(6,965,520)</u>	<u>(6,279,658)</u>
<b>Operating (deficit) / surplus</b>		<b>(435)</b>	<b>666,421</b>
Finance income		250,551	148,405
<b>Surplus before tax</b>		<b>250,116</b>	<b>814,826</b>
Tax expense	12	<u>(75,677)</u>	<u>(67,641)</u>
<b>Surplus for the year</b>		<b>174,439</b>	<b>747,185</b>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Statement of Changes in Equity

Figures in R	Road fund reserve	Retained income	Total
<b>Balance at 1 July 2021</b>	998,796	2,602,615	3,601,411
<b>Total comprehensive income for the year</b>			
Surplus for the year		747,185	747,185
<b>Total comprehensive income for the year</b>	-	747,185	747,185
Transfer	10,000	(10,000)	-
<b>Balance at 30 June 2022</b>	<b>1,008,796</b>	<b>3,339,800</b>	<b>4,348,596</b>
<b>Balance at 1 July 2022</b>	1,008,796	3,339,800	4,348,596
<b>Total comprehensive income for the year</b>			
Surplus for the year		174,439	174,439
<b>Total comprehensive income for the year</b>	-	174,439	174,439
Transfer	3,000	(3,000)	-
Road Fund Maintenance	(130,559)		(130,559)
<b>Balance at 30 June 2023</b>	<b>881,237</b>	<b>3,511,239</b>	<b>4,392,476</b>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Statement of Cash Flows

Figures in R	Note	2023	2022
<b>Cash flows from operating activities</b>			
Surplus for the year		174,439	747,185
<i>Adjustments for:</i>			
Income tax		75,677	67,641
Depreciation of property, plant and equipment		64,375	49,209
Impairment of property, plant and equipment		26,784	-
Investment income		(250,551)	(148,405)
<b>Operating cash flow before working capital changes</b>		<u>90,724</u>	<u>715,630</u>
<i>Working capital changes</i>			
Decrease / (increase) in financial assets		5,107	(22,209)
Decrease / (increase) in levies receivable		519	(12,485)
Decrease / (increase) in trade and other receivables		437,914	(424,205)
Increase / (decrease) in trade and other payables		32,253	(81,228)
<b>Net cash flows from operations</b>		<u>566,517</u>	<u>175,503</u>
Investment income		250,551	148,405
Tax paid		-	(60,617)
<b>Net cash flows from operating activities</b>		<u><b>817,068</b></u>	<u><b>263,291</b></u>
<b>Cash flows used in investing activities</b>			
Property, plant and equipment acquired	3	<u>(560,285)</u>	<u>(71,452)</u>
<b>Net cash flows used in investing activities</b>		<u><b>(560,285)</b></u>	<u><b>(71,452)</b></u>
<b>Cash flows used in financing activities</b>			
Financing road fund expense		<u>(130,559)</u>	-
<b>Net cash flows used in financing activities</b>		<u><b>(130,559)</b></u>	-
Net increase in cash and cash equivalents		126,224	191,839
Cash and cash equivalents at beginning of the year		3,804,034	3,612,195
<b>Cash and cash equivalents at end of the year</b>	7	<u><b>3,930,258</b></u>	<u><b>3,804,034</b></u>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Accounting Policies

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### 1. General information

Mossel Bay Golf Estate Home Owners Association NPC is a home owners association in South Africa. The principal activities are the administration of the estate's assets and furtherance of the owner's interest therein.

### 2. Summary of significant accounting policies

These annual financial statements have been prepared in accordance with the International Financial Reporting Standards for Small and Medium-sized Entities issued by the International Accounting Standards Board and the requirements of the Companies Act of South Africa. The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

These financial statements have been prepared under the historical cost convention and are presented in South African Rands.

#### 2.1 Revenue recognition

The ordinary levies receivable are accounted for on a straight-line basis over the financial year and decided amongst the directors on a participation quota basis. The annual ordinary levies are agreed and approved by the directors at the home owners association's annual general meeting. Interest is recognised, in surplus or deficit, using the effective interest rate method.

##### 2.1.1 Sales of goods – retail

Sales of goods are recognised when an entity sells a product to the customer as control passes to the customer on the day the transaction takes place. Retail sales are usually in cash or by EFT transfer.

##### 2.1.2 Interest income

Interest income is recognised using the effective interest rate method.

#### 2.2 Income taxes

Provisions for tax are made at the corporation rate on net investment income earned by the home owners association, less allowable expenses applicable to home owners association. The home owners association is taxed in terms of Section 10(1)(e) of the Income Tax Act and Interpretation Note 64.

#### 2.3 Property, plant and equipment

Items of property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses.

Costs include costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Accounting Policies

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Depreciation is charged so as to allocate the cost of assets less their residual values over their estimated useful lives, using the straight-line method. The following rates are used for the depreciation of property, plant and equipment:

Land and buildings	Indefinite
Motor vehicles	25.00%
Fencing, roads and infrastructure	10.00%
Office equipment	16,67%
Electronic equipment	33,00%

### 2.4 Trade and other receivables

Trade receivables are recognised initially at the transaction price. They are subsequently measured at amortised cost using the effective interest rate method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the home owners association will not be able to collect all amounts due according to the original terms of the receivables.

### 2.5 Cash and cash equivalents

Cash and cash equivalents includes cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown in current liabilities on the statement of financial position.

### 2.6 Trade payables

Trade payables are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest rate method.

### 2.7 Inventories

Inventories are stated at the lower of cost and selling price less costs to complete and sell. Cost is calculated using the weighted average cost method.

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Notes to the Annual Financial Statements

Figures in R

2023

2022

### 3. Property, plant and equipment

	2023		2022			
	Cost	Accumulated depreciation	Carrying value	Cost	Accumulated depreciation	Carrying value
<i>Owned assets</i>						
Land and buildings	46	-	46	46	-	46
Motor vehicles	72,800	(72,798)	2	72,800	(72,798)	2
Fencing, roads and infrastructure	614,498	(116,706)	497,792	308,591	(156,492)	152,099
Office equipment	28,094	(13,617)	14,477	28,094	(9,282)	18,812
Electronic equipment	274,546	(88,940)	185,606	124,546	(66,708)	57,838
	<u>989,984</u>	<u>(292,061)</u>	<u>697,923</u>	<u>534,077</u>	<u>(305,280)</u>	<u>228,797</u>

The carrying amounts of property, plant and equipment can be reconciled as follows:

	Carrying value at beginning of year	Additions	Disposals	Depreciation and impairment	2023 Carrying value at end of year
<i>Owned assets</i>					
Land and buildings	46	-	-	-	46
Motor vehicles	2	-	-	-	2
Fencing, roads and infrastructure	152,099	410,285	-	(64,592)	497,792
Office equipment	18,812	-	-	(4,335)	14,477
Electronic equipment	57,838	150,000	-	(22,232)	185,606
	<u>228,797</u>	<u>560,285</u>	<u>-</u>	<u>(91,159)</u>	<u>697,923</u>

	Carrying value at beginning of year	Additions	Disposals	Depreciation	2022 Carrying value at end of year
<i>Owned assets</i>					
Land and buildings	46	-	-	-	46
Motor vehicles	2	-	-	-	2
Fencing, roads and infrastructure	174,715	15,562	-	(38,178)	152,099
Office equipment	23,494	-	-	(4,682)	18,812
Electronic equipment	8,297	55,890	-	(6,349)	57,838
	<u>206,554</u>	<u>71,452</u>	<u>-</u>	<u>(49,209)</u>	<u>228,797</u>

### 4. Levies in arrears

Member	90 Days+	60 Days	30 Days	Current	Total	Prior year
Debtors in arrears (Levies, Interest & Penalties)	369,745	19,595	23,210	60,513	473,063	504,204
	<u>369,745</u>	<u>19,595</u>	<u>23,210</u>	<u>60,513</u>	<u>473,063</u>	<u>504,204</u>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Notes to the Annual Financial Statements

Figures in R	2023	2022
<b>5. Inventory</b>		
E-tag stock	35,994	41,101
<b>6. Trade and other receivables</b>		
Trade debtors	-	28,885
Prepaid expenses	-	2,256
Deposits	5,880	412,653
	<u>5,880</u>	<u>443,794</u>
<b>6.1 Items included in trade and other receivables not classified as financial instruments</b>		
Prepaid expenses	-	2,256
Mossel Bay Municipality (deposit)	4,680	4,680
San Vincente	-	3,401
Jambunet	1,200	-
Hollard	-	25,484
Liquid Technologies	-	407,973
	<u>5,880</u>	<u>443,794</u>
<b>7. Cash and cash equivalents</b>		
<b>Favourable cash balances</b>		
Cash on hand	4,982	-
ABSA - Rentals deposits	48,000	46,199
ABSA - Current Account	74,051	345,722
Allan Gray - Road Fund	881,237	1,065,554
ABSA - Contractors deposit	30,000	10,250
ABSA - Road Fund	286,505	24,847
ABSA - Depositor Plus	722,931	568,541
ABSA - Builder deposit	90,500	65,319
ABSA - Petty cash	5,369	5,135
Allan Gray - Depositor Plus	1,786,683	1,672,467
	<u>3,930,258</u>	<u>3,804,034</u>
<b>8. Trade and other payables</b>		
Trade creditors	28,121	75,293
<b>9. Income tax in the statement of financial position</b>		
Current tax in the Statement of Financial Position represents:		
Provision for tax for the year	75,677	67,640
Payments during the year	-	(60,617)
	<u>75,677</u>	<u>7,023</u>
Provision for tax relating to previous years	67,640	60,617
	<u>143,317</u>	<u>67,640</u>



# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Notes to the Annual Financial Statements

Figures in R		2023	2022			
<b>10. Owners deposits</b>						
Owners deposits		<u>223,112</u>	<u>143,687</u>			
<b>11. Levies in advance</b>						
<b>Member</b>	<b>90 Days+</b>	<b>60 Days</b>	<b>30 Days</b>	<b>Current</b>	<b>Total</b>	<b>Prior year</b>
Levies in advance	50,603	-	-	305,489	356,092	386,714
	<u>50,603</u>	<u>-</u>	<u>-</u>	<u>305,489</u>	<u>356,092</u>	<u>386,714</u>
<b>12. Income tax expense</b>						
Current tax					<u>75,677</u>	<u>67,641</u>
Income tax for the year					<u>75,677</u>	<u>67,641</u>
<b>13. Garden and pool maintenance</b>						
Garden maintenance					742,731	691,077
Pool maintenance					185,786	184,072
					<u>928,517</u>	<u>875,149</u>
<b>14. Site office expenses</b>						
Site office - Operating expenses					101,194	96,512
Site office - Salaries					610,312	602,759
					<u>711,506</u>	<u>699,271</u>
<b>15. Repairs and maintenance</b>						
R&M: Maintenance general					<u>424,047</u>	<u>486,214</u>

# Mossel Bay Golf Estate Home Owners Association NPC

(Sectional Scheme Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Detailed Income Statement

Figures in R	Notes	2023	2022
<b>Levy Income</b>			
Levy - Special		76,000	108,000
Levy - Road Fund		3,000	10,000
Ordinary levies		6,767,612	6,535,798
		<u>6,846,612</u>	<u>6,653,798</u>
<b>Other Income</b>			
Cell to gate income		2,760	12,660
Clearance fees income		16,450	92,121
Golf Cart Stickers Income		-	850
Insurance claims received		-	81,584
Interest from members		18,048	66,168
Investment income		250,551	148,405
Marketing income		5,300	-
Penalty/Fines		31,250	10,000
Remote control sales		29,275	21,760
Sundry income		13,955	7,138
Unallocated receipts older than 3 years		1,435	-
		<u>369,024</u>	<u>440,686</u>
		<u><b>7,215,636</b></u>	<u><b>7,094,484</b></u>

# Mossel Bay Golf Estate Home Owners Association NPC

(Sectional Scheme Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Detailed Income Statement

Figures in R	Notes	2023	2022
<b>Expenditure</b>			
Accounting fees		1,590	4,540
Advertising		34,190	34,234
Auditors' remuneration		25,400	25,617
Bank charges		21,050	26,557
Cell to gate expense		453	6,832
Clearance fees expense		8,600	40,957
Consulting fees (Environment Report)		10,026	14,600
Cost of remote control sales		27,757	17,791
Depreciation - Tangible assets		64,375	49,209
Garden and pool maintenance	13	928,517	875,149
Golf Club Award		639,226	614,640
Impairment - Fencing (Booms)		26,784	-
Insurance		53,807	50,764
Insurance claim expense		-	81,584
Legal expense		1,461	44,005
Loss due to theft(Cameras)		410,626	1,350
Management fees		502,704	474,252
Motor vehicle expense		25,228	1,035
Municipal expenses		179,706	218,707
Nature Reserve		171,965	70,535
Office and clubhouse expenses		711,506	699,271
Postage		11,960	745
Rental expenses		-	1,224
Repairs and maintenance	15	424,047	486,214
Security		2,655,729	2,426,919
Sundry expenses		28,813	12,927
		<u>6,965,520</u>	<u>6,279,658</u>
<b>Operating Surplus</b>		<b><u>250,116</u></b>	<b><u>814,826</u></b>
Taxation		(75,677)	(67,641)
<b>Surplus After Taxation</b>		<b><u>174,439</u></b>	<b><u>747,185</u></b>

# Mossel Bay Golf Estate Home Owners Association NPC

(Company Registration Number 1999/001249/08)

Financial Statements for the year ended 30 June 2023

## Income Tax Computation

Figures in R	2023	2022	
<b>Income - receipts and accruals</b>			
Levy income	6,846,612	6,653,798	
Other income	100,425	226,113	
Finance income	268,599	214,573	
<b>Total income</b>	<b>7,215,636</b>	<b>7,094,484</b>	
Less: Levies - exempt under S 10(1)(e) exemption	(6,846,612)	(6,653,798)	
Less: Section 18A Donation allowed (limited to 10% of taxable income)	-	-	
Less: Expenses related to other income	(36,859)	(147,164)	
Total receipts and accruals subject to income tax	332,165	293,522	
Less: Basic exemption S 10(1)(e)(ii) (limited to R50000)	(50,000)	(50,000)	
<b>Income subject to income tax</b>	<b>282,165</b>	<b>243,522</b>	
<b>Allowable expenditure</b>			
Accounting fees	1,590	4,540	
Auditors' fees	25,400	25,617	
Bank charges	21,050	26,558	
<b>Total allowable expenditure</b>	<b>48,040</b>	<b>56,715</b>	
<b>TAX CALCULATION</b>			
<b>Income subject to income tax</b>	<b>X</b>	<b>Allowable expenditure</b>	
<b>Total income</b>		<b>1</b>	
<b>Allowance deduction:</b>			
282,165	X	48,040	1,879
<b>7,215,636</b>		<b>1</b>	<b>1,947</b>
<b>Calculation of taxable income and income tax payable</b>			
Income subject to income tax	282,165	243,522	
Less: Allowable deduction	(1,879)	(1,947)	
<b>Taxable income</b>	<b>280,286</b>	<b>241,575</b>	
<b>Income tax payable at 27 % - 2023 (28 % - 2022).</b>	<b>75,677</b>	<b>67,641</b>	

## **RESOLUTION 2**

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting:

9 November 2023

Ordinary Resolution (50%+1 votes of approval): Acquire approval for the appointment and remuneration of Auditors for the financial year ending June 2024

### **Background**

1. The Mossel Bay Golf Estate Home Owners Association NPC, is a registered company (Registration No. 1999/001249/08) incorporated as a non-profit company as defined in the Companies Act No. 71 of 2008 (as amended).
2. The auditors of the association are appointed in accordance with the requirements of the Companies Act.
3. The HOA, as a registered company, is required in terms of the Companies Act and its Memorandum of Incorporation (MOI), Article 25.1.5 and 25.1.6, to appoint and remunerate auditors to audit its financials for the financial year ending June 2024.
4. Rain Chartered Accountants audited the HOA's financials for the year ending June 2020, 2021, 2022 and 2023 their services were of exceptional quality and they have again made themselves available to audit the HOA's financials for the year ending June 2024.
5. The budget proposal in respect of audit fees for the financial year 2023/24 amount to R29 100.

### **Memorandum of incorporation (MOI) requirement**

6. Article 25.1.5 and 25.1.6 (extract provided hereunder) require that the HOA appoint and remunerate auditors to audit its financial statements for the 2023/24 financial year.

### **25 AGENDA AT ANNUAL GENERAL MEETING**

- 25.1 In addition to any other matter required by the Act or this memorandum to be dealt with at an annual general meeting, the following matters shall be dealt with at every annual general meeting:
  - 25.1.5 The consideration of the report of the auditors and the fixing of remuneration for the auditors;
  - 25.1.6 The appointment of auditors;

**Recommendation**

7. In accordance with Article 25.1.5 and 25.1.6 of the Memorandum of Incorporation (MOI) of the HOA it is recommended that:

7.1 Rain Chartered Accountants be appointed as auditors for the financial year 2023/24 (ending 30 June 24), and

7.2 That remuneration to the auditors in the amount of R29 100 be approved.



Proposed/ Peet Bierman

Date: 2023-10-10



Seconded/ Nick van Noordwyk

Date: 2023-10-10

### RESOLUTION 3

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting:

9 November 2023

Ordinary Resolution (60%+1 votes of approval): Obtain approval for the HOA operating budget and subsequent apportioned monthly levy: Financial year 2024/25

#### Background

1. The Mossel Bay Golf Estate Home Owners Association NPC, is a registered company (Registration No. 1999/001249/08) incorporated as a non-profit company as defined in the Companies Act No. 71 of 2008 (as amended).
2. In order to achieve the objectives of the company, funds are required to contract various service providers, make local authority payments and provide for compliance fees.
3. Art 7.4 of the Memorandum of Incorporation (MOI) determine that membership of the association shall be automatic and compulsory as is affirmed by the title deeds of every property.
4. The Table hereunder provides a comparison between the operating expenses (OPEX) and levy for the 2023/24 vs the proposal for 2024/25 financial year.

Financial Year	Approved OPEX	Proposed OPEX	CSOS Membership	Approved Monthly Levy	Proposed Monthly Levy
2023/24	R7 016 209		R19,00	R1 500	
<b>2024/25</b>		<b>R7 528 469</b>	R21,50		<b>R1 600</b>

5. A breakdown of the OPEX shows the following 5 (five) categories account for 95.78% of total expenditure:
  - Golf Club Award – 9.08%
  - Estate Management & Site Office – 20.95%
  - Gardens & Pool Maintenance and Refuse – 13.94%
  - General Maintenance & Nature Reserve – 10.94%
  - Security – 40.87%
6. The detailed 2024/25 OPEX budget is attached hereto.

#### Memorandum of incorporation (MOI) requirement

7. Article 11.1, 11.2, 11.4, 11.5 and 11.8 (extracts provided hereunder) of the MOI relates to the determination of levies and budget approval.

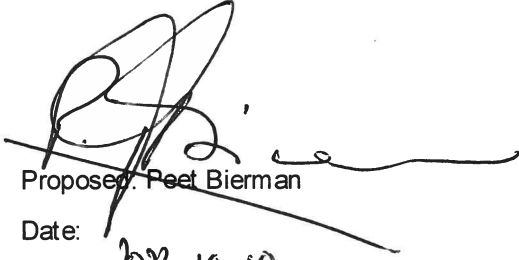
## 10 LEVIES

- 11.1 The directors shall from time to time impose levies upon the members for the purpose of meeting all the expenses which the association has incurred or to which the directors reasonably anticipate the association will be put in the attainment of its objects or the pursuit of its business.
- 11.2 The directors shall not less than thirty (30) days prior to the end of each financial year or as soon thereafter as reasonably possible, prepare and serve upon every member at the address chosen by him a budget in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as may have resulted from the preceding year. The directors may include in such budget an amount to be held in reserve to meet anticipated future expenditure not of an annual nature.
- 11.4 The budget referred to in article 11.2 shall make provision for at least the following:
- 11.4.1 Maintenance expenses in respect of the maintenance, repair, improvement and keeping in good order and condition of the roads, the private and public open spaces, common areas and facilities;
  - 11.4.2 Landscaping expense;
  - 11.4.3 Statutory rates, taxes and charges (excluding erven or units of owners which may be rated separately by the local authority);
  - 11.4.4 Expenses in respect of security;
  - 11.4.5 Insurance premiums;
  - 11.4.6 Expenses and charges in respect of services;
  - 11.4.7 Administrative expenses, including the cost of a managing agent (if applicable), payment of salaries and/or wages of employees of the association;
  - 11.4.8 Banking and auditing expenses;
  - 11.4.9 Provision for future maintenance and repairs or capital expenditure;
  - 11.4.10 Any awards to the Mossel Bay Golf Club;
  - 11.4.11 Such other items as the directors may determine.
- 11.5 The budget shall be approved, with or without amendments, at every annual general meeting.
- 11.8 Following the approval of the budget, the directors shall pass a resolution in terms of which the total amount of the approved budget is apportioned to members according to such equitable apportionment as the directors may determine from time to time.



**Recommendation**

8. That the budget for the 2023/2024 financial year and subsequent apportioned monthly levy per owner of R1500.00 as was amended per directive to the HOA Board at the 2022 AGM and approved at the 2023 SGM be condoned.
  
9. In accordance with Article 11.5 of the MOI it is recommended that the Budget for the 2024/25 financial year, as attached hereto, and subsequent apportioned monthly levy per owner of R1 600 be approved.



Proposed: Peet Bierman

Date: 2023-10-10



Seconded: Nick Van Noordwyk

Date: 2023-10-10

STATUS MARK MANAGEMENT SERVICES PO BOX 567, MOSSEL BAY				BUDGET: OPEX TEL: 044 691 3054/ FAX: 044 691 1520		
A		Budget Accepted at SGM With referral to 2022 AGM Directive - From 1 July 2023		E	F	G
	MOSSEL BAY GOLF ESTATE	Actuals		Projection	Proposed - From 1 July 2024	% VARIANCE ON PREV YR ACTUAL
	DESCRIPTION	2022-2023 ANNUAL	2023-2024		2024-2025	
1	AUDIT FEES	28,175.00	R 36,740.00	Includes acc fees	34,100	R 36,650 7%
2	BANK CHARGES	26,556.93	R 29,048.00		32,952	R 34,468 5%
3	GOLF CLUB AWARD	665,860.00	664,795.00		664,795	R 691,386 4%
4	ESTATE MANAGEMENT					
5	AGENT	474,252.00	R 532,866.00		532,866	R 564,838 6%
6	OFFICE RENTAL					
7	SITE OFFICE	699,270.68	R 723,782.00		747,529	R 784,966 5%
8					-	R -
9	ESTATE PROPERTY					
10	GARDENS & Refuse	692,277.00	R 763,200.00	includes both items	792,000	R 847,440 7%
11	POOL MAINTENANCE (incl water & electricity)	184,073.41	R 201,725.00		203,725	R 213,911 5%
12	LEGAL & PROF FEES	44,004.75	R 44,000.00		41,670	R 44,000 6%
13	INSURANCE	50,763.60	R 43,740.00	includes insurance claim expense	46,441	R 49,228 6%
14	MAINTENANCE					
15	GENERAL-SOLAR/INVERTER/BATT	-			-	R 252,000
16	FENCES & OPEN AREAS	541,154.09	R 553,294.00	includes vehicle expenses	542,900	R 570,045 5%
17	NATURE RESERVE & REPORTS	201,964.00	R 233,000.00		247,200	R 262,500 6%
18	MUNICIPALITY					
19	WATER & LIGHTS & RATES	149,185.07	R 174,571.00	includes both items	156,613	R 178,787 14%
20	RATES	51,601.00	R 50,814.00		15,660	R 17,539 12%
21	SECURITY	2,426,229.37	R 2,861,391.00		2,896,427	R 3,110,386 7%
22	STATIONARY & POSTAGE	744.70	R 8,747.00		8,330	R 8,747 5%
23	RECREATION	34,233.75	R 35,000.00		35,000	R 37,100 6%
24	SUNDRIES	12,883.07	R 26,220.00		25,067	R 26,220 5%
25	TELEPHONE INTERNAL SYSTEM		R -		-	R -
26	RENT - NATURE RESERVE	1,224.00	R 1,827.00		1,740	R 1,827 5%
27	SECURITY- CELL2GATE	452.60	R 1,922.00		-	R -
28	POLICE CLEARANCE EXP	40,956.85	R -		-	R -
29	GOLF CART STICKERS	-	R -		-	R -
30	REMOTES / ETAG EXP	34,500.00	R -		22,800	R 23,940 5%
31	TAX PROVISION ON OTHER INCOME		R -		67,638	R 75,677 12%
32	DEPRECIATION			depreciation + impairment on land bulidings		R -
33	INTEREST ON INVESTMENT		R -			R -
34	TOTAL	6,211,240.09	R 7,016,209.00		R 7,115,453	R 7,831,654
35	per unit	275,654.09	R 1,440.00	Rounded		R 1,578
36	OMBUDSMAN FEES		R 19.00	CSOS		R 22
37	TOTAL PROPOSED LEVY VAT INCL		R 1,500.00	Rounded		R 1,600 7%
	INTEREST RECEIVED	R 303,185.00				R 15,663,308.62
<b>Total Annual Levy Rounded:</b>					<b>R</b>	<b>19,200.00</b>
<b>Monthly levy</b>					<b>1,600.00</b>	

**Levies Calculation**

Total Expenses	7,831,654
Less: Interest earned	303,185
	<u>7,528,469</u>
	R1,600

## RESOLUTION 4

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting:

9 November 2023

Ordinary Resolution (60%+1 votes of approval): AMENDMENT OF GENERAL RESOLUTION 4 SECURITY SERVED AT THE ANNUAL GENERAL MEETING HELD ON 21 DECEMBER 2022

### BACKGROUND

The amount of R 500,000.00 that was approved during the Annual General Meeting held on 22 December, 2022, through General Resolution 4 / Resolution 4: Security, was for the installation of security cameras on the southern border of Mossel Bay Golf Estate.

### CURRENT SITUATION

Cameras for the Southern border have been purchased and installed and are in working condition. The funds have enabled us to purchase additional cameras for the following borders:

- Church and Cecil Shepherd Streets
- 21st Avenue
- 11th Avenue
- Schoeman Street

Mossel Bay Municipality has approved the provision of the poles and power supply that will enable us to install the additional cameras.

### PROPOSAL

1. It is proposed that the additional cameras, as mentioned in the current situation, be installed within the previously approved amount.
2. That an additional amount of R 50 000,00 be made available towards the completion of the network.

PROPOSED BY: PIETER VENTER

DATE:

2023-10-10

SECONDED BY: STEPHEN ROTH

DATE: 2023-10-10

## RESOLUTION 5

Mossel Bay Golf Estate Home Owners Association NPC  
Annual General Meeting  
9 November 2023

Ordinary Resolution (50% +1 votes of approval): Obtain approval and condonation for the Conduct Rules with or without amendment

### Background

In terms of the MOI as approved, and the Board as elected by the members; the Directors are empowered to make Rules for the Estate.

Many owners did not know the content of the revised Conduct Rules, and more specifically; how it affected them. It is important to the HOA Board that the owners see the Rules as well as the changes, to make an informed decision.

A side by side comparison of the new rules with the old rules is included in this resolution. Please also note that no major changes were implemented.

In terms of the Companies Act all amendments to the Conduct Rules must be tabled at the AGM for voting by members.

### Comparison of changes to Conduct Rules:

Current Rule	New Proposed Rule
10.2 Application to install a satellite dish, TV antenna or air conditioning unit must be forwarded in writing for approval by the directors. Satellite dishes, TV antennas and air conditioning units are not allowed on balconies.	10.2 Application to install a satellite dish, TV <u>or any other</u> antenna, <u>solar panels, water tanks or external</u> air conditioning unit must be forwarded in writing for approval by the directors. Satellite dishes, TV <u>or any other</u> antennas and air conditioning units are not allowed on balconies.
8.6 An owner or occupier of a unit shall be allowed to park their caravan, trailer, motorhome, boat and/or other recreational vehicle used for accommodation purposes on the owner or occupier's property for a maximum of 72 hours.	8.6 An owner or occupier of a unit shall be allowed to park their caravan, trailer, motorhome, boat and /or other recreational vehicle used for accommodation purposes on the owner or occupier's property <u>visible from the road, golf course or common property</u> for a maximum of 72 hours.

## Recommendation

That the amendments to the Conduct Rules be approved.

  
Proposed: Piet Ackerman

Date: 2023-10-10

  
Seconded: Nick Van Noordwyk

Date: 2023-10-10

## RESOLUTION 6

Mossel Bay Golf Estate Home Owners Association NPC  
Annual General Meeting  
9 November 2023

Ordinary Resolution (50% +1 votes of approval): Obtain approval and condonation for the Security Rules with or without amendment

### Background

In terms of the MOI as approved, and the Board as elected by the members; the Directors are empowered to make Rules for the Estate.

In terms of Conduct Rule 6.1 (Security) All owners, tenants and other persons granted rights of occupancy, are obliged to adhere to all security rules as determined by the directors. Many owners did not know the content of the revised Security Rules, and more specifically; how it affected them. It is important to the HOA Board that the owners take note of the Security Rules which forms an important part of the security on the estate.

A side by side comparison of the new rules with the old rules is included in this resolution. Please also note that no major changes were implemented.

The Board however feels that to promote transparency, the members must vote on the Security Rules to approve them and for condonation in their form as revised.

### Comparison of changes to Conduct Rules:

Current Rule	New Proposed Rule
3. Tenants may only use cell to gate to enter / exit the Estate.	3. Tenants may only use cell to gate to enter / exit the Estate if they have completed all documentation at Status Mark and a copy of the contract is on file.
<u>5. Friends or Family members of owners are only allowed to enter via cell to gate. The owner MUST open the gates with cell to gate or apply in writing via Status – Mark in town for cell to gate for family members.</u>	<u>5Friends or Family members of owners are only allowed to enter via cell to gate. The owner MUST open the gates with cell to gate or apply in writing via Status – Mark in town for cell to gate for family members which will be handled by the Board of Directors and the outcome will be available after the next Directors meeting.</u>

Current Rule	New Proposed Rule
<p>6.5 Golf Lodge – Unit no. 153 – <u>Extension number 2398</u> – Anybody who is staying at the Golf Lodge must phone the Golf Lodge on 044 691 3498 / 082 888 9215 and request them to open the gate via cell to gate. New visitors to the Golf Lodge – Security must phone 2398, provide the details (Name / Surname) and request them to open the gate via cell to gate. In a case where the Golf Lodge is fully booked inform the visitors and deny access.</p>	<p>6.5 Golf Lodge and Short term letting – Only the owner of an approved property are allowed to open the gates with Cell to Gate. No short term letting guest or tenant will get registered to use Cell to Gate function from 1 March 2023. <u>N.B.</u> – Security officers are not allowed to open the gates for visitors.</p>
<p>17.3. All property agents who market property on the Estate must register and apply for cell to gate function, on the prescribed manner, at Status Mark.</p>	<p>17.3. No Estate agents who market property on the Estate can register for cell to gate function anymore. The property owner will handle entrance and exit on the prescribed manner.</p>
<p>18.1. Visitors of Funseekers/RCI are only allowed to enter/exit the estate at Church Street gates.</p>	<p>18.1. Visitors of Funseekers/RCI are allowed to enter/exit the estate at any gate as the owner of the property decided and take responsibility. Only the owner can open the gate. No third parties are allowed.</p>
<p>18.2. Visitors of Funseekers/RCI may only enter/exit by cell to gate function that must be arranged beforehand through the offices of Funseekers/RCI and Status Mark. No access cards/e-tags may be used by visitors.</p>	<p>18.2 Visitors of Funseekers/RCI cannot register for cell to gate function. No e-tags may be used by visitors.</p>
<p>19.1. Swallows are visitors to the Estate for a period longer than normal holiday periods. They can only enter/exit the Estate with a cell to gate function and security officers are not allowed to open gates for them. They are not allowed to enter/exit with an access card/e-tag.</p>	<p>19.1. This is visitors to the Estate for a period longer than normal holiday periods with a minimum of 30 days. They can only enter/exit the Estate with a cell to gate function after a formal letting agreement is registered with Status Mark and all formalities have been completed. They are not allowed to enter/exit with an e-tag.</p>

**Recommendation**

That the amendments to the Security Rules be approved.

Proposed: Pieter Venter

Date:

2013-10-10

Seconded: Nick Van Noordwyk

Date: 2013-10-10



## RESOLUTION 7

Mossel Bay Golf Estate Home Owners Association NPC

Annual General Meeting (AGM): 9 November 2023

Ordinary Resolution (50%+1 majority votes): Alteration to the Architectural Guidelines

### Background

In terms of clause 14.1 of the MOI, the architectural guidelines referred to in this memorandum, may be amended, substituted, added to or repealed at the instance of the directors, subject to the directors' discretion to interpret the provisions of the guidelines and the power of the directors to allow minor deviations or delegate a discretion to allow minor deviations to the architectural review committee or such other person or committee appointed by the directors. All rulings by the architectural review committee or such appointed person or committee on any deviations shall be subject to the confirmation and approval of the directors.

### Motivation

With the Mossel Bay Golf Estate HOA almost fully developed, the focus shifts from the construction of new houses to maintenance and additions at existing houses.

### Recommendation

That the existing architectural guidelines be altered with the changes as per attached Annexure A (with or without amendment as proposed.)

Proposed:

Henry Böning

Date: 2023-10-10

Seconded:

Nick Van Noordwyk

Date: 2023-10-10

# ANNEXURE A

## ALTERATIONS TO ARCHITECTURAL GUIDELINES 2023 10 03

Item	Old Wording	Proposed new wording
1	Add	An owner that submits plans also give permission in terms of the POPIA Act that information may be shared with the relevant authorities.
2.3	Note: There are a few individual narrow erven between fairways and erven that have been registered in the name of the HOA and may be regarded as neighboring stands. In these instances the concerned rear building line will be determined by measuring 6 meters from the narrowest point of the boundary of the HOA erven abutting the golf course, back towards the residential erven. The minimum building line to the boundary facing the golf course will however always be a minimum of 3 meters.	The Mossel Bay Municipal Zoning scheme By-Law indicates a setback line of 6 metres adjacent to the fairway, where no building structures are allowed.
2.4	NOTE: Houses on stands 114 to and including 126 are limited to a single-story building.	Delete Note
2.9.1		
2.9.2	Add	Add that windows must match the present architecture of the house.
2.9.2	Add	Add that mirror type or excessively reflective glass is not acceptable.
2.9.3	Garage doors must be maximum 4,8m wide and 2,3m high	Garage doors must be maximum 4,8m wide and 2,5m high. Garage doors deviating from these dimensions can be considered by the ARC at their discretion with proper written motivation from the owner and/or architect.
2.9.4	Aluminium and glass balustrades will be considered....	Glass, aluminium, or a combination of the two will be considered. Stainless steel balustrades are also acceptable.
2.9.5	Thatch	Delete thatch as a possible permitted roof material.
2.9.5	Black, white or pastel colours are not permitted	Black, dark gray, red, white or pastel colours are not permitted.
2.9.5	Add	Before paint is bought or any painting or repainting of a roof commences, the colour of the paint must be approved by the ARC.
2.9.5	Add	Durable and suitable roof sheeting that is approved by the ARC may be used for flat roofs only. These flat roofs must be concealed on all sides with a parapet or similar approved method. The flat roof must be painted the same colour as the roof and must blend in with the overall architecture.
2.9.5	Add	Aluminium Louvre roofs will not form part of the restriction of 10% flat roofs, but must still be submitted to the ARC for possible approval.

<b>2.9.8</b>	The positioning of TV aerials, satellite dishes, externally mounted air-conditioning units, solar panels and water tanks is subject to approval by the ARC <i>and/or the Estate Manager</i> . Solar panels must preferably be flush with the roof, with the geyser and piping concealed.	Delete "...and/or the Estate Manager."
<b>2.9.8</b>	Add	All cabling from the roof down to the lower level preferably needs to be installed out of sight inside existing service ducts. If this is not possible, trunking can be installed, as small as possible and painted the same colour as the walls. All work must be done as neatly as possible to reduce any negative visual impact on the bordering properties and estate.
<b>2.9.10</b>	Plumbing pipes (water and sewerage): Prominent plumbing pipes (particularly from upper floors) must be concealed either within the walls, or by an external screen.	Add: The details as indicated on the approved plans must be followed.
<b>2.9.12</b>	Add	Permission must be obtained to lay paving and paving must be done to supplement nature and not to replace it.
<b>2.9.13</b>	No Vibrocrete walls or steel palisade fencing will be allowed.	No Vibrocrete walls or steel palisade fencing will be allowed, but the ARC may approve PVC or other similar fences of durable materials on erven, where it blends in with the surrounding area.
	Add	The construction of border fences will only be allowed if visible erf pegs of the land surveyor are visible before and after the construction of the fence.
<b>2.9.14</b>	The planting of Kikuyu grass is only permitted under certain conditions and with written approval of the HOA	Delete sentence
<b>2.9.14</b>	Erosion control measures on steep slopes: Adequate plant cover is required after construction to prevent soil erosion	Erosion control measures on steep slopes: Adequate plant cover or other approved required measures must be provided by the relevant owner as required by the ARC to prevent soil erosion or other damage.
	Except in special circumstances and on written approval of the HOA, any planting of Kikuyu grass and/or non approved plant species on a stand is not allowed (as per clause 2.6.14), and any such breach of these regulations must be remedied by the owner.	Delete "... Kikuyu grass and/or...."
<b>3.19.1</b>	Payment shall be no later than the week ending the transgression.	Payment shall be no later than the week ending the transgression. If not received, entrance to the Estate will be refused for contractor and all personnel.
<b>4</b>	Add	Any minor works must be indicated in red on a site plan and the relevant side elevations. Sizes, colours of window frames, doors etc. must be specified, with type of materials and other information as required by the ARC for approval. Prior to start of construction, minor works must be approved in writing by the ARC and recorded at the Municipality.

4	Add	Minor works must be indicated in red on site plans as well as on applicable side elevations to describe proposed work sufficiently. No work will commence unless approval from ARC and Municipality were obtained in writing.
5	Five (5) full sets of documents are to be submitted. 2 sets being returned to the Owner for submission to the Municipality, 1 set each for Status-Mark, the controlling Architect and the ARC. The sets retained are to be in full colour. Five (5) full sets of documents are to be submitted. 2 sets being returned to the Owner for submission to the Municipality, 1 set each for Status-Mark, the controlling Architect and the ARC. The sets retained are to be in full colour.	One (1) full set of documents in electronic .pdf format to be e-mailed to Status Mark. The plans submitted must be in full colour and coloured (for new and existing work) as per the requirements set out in the National Building Regulations. Status Mark will circulate the plans to the Architectural Review Committee. Approved plans will be stamped and signed electronically. Once Municipal approval has been obtained it is the responsibility of the owner to supply the ARC with stamped electronic copies of the Municipal approved plans. During construction the hard copy of Municipal approved plans (indicating both the HOA stamp as well as the Municipal stamp) must be kept on site and available for scrutiny at all times.
5	Add	Number paragraphs from 1 to 5.
7	Add	Any first-time painting or repainting of a roof or part of a roof will only be done with the prior permission of the ARC. No paint will be bought before the colour is approved by the ARC.
<b>Attachment 8</b>	replace "...main building contractor..."	with" ...contractor..."
<b>Attachment 8 (6)</b>	No dumping.....	add "....golf club..."
<b>Attachment 8 (20)</b>	replace "...either temporary or permanent whilst working on the estate."	with" ...either magnetic or permanent whilst working on the estate."
<b>Attachment 8 (22)</b>	Add	All contractors must have in their possession a written approval for the work that will be performed, prior to starting of any activity. This includes everything performed on the estate such as any building or construction work, paving, fences, balustrades, satellite dishes, aerials, any solar or geiser equipment, aircons, etc.
<b>Attachment 8 (24)</b>	Add	Any contractor that enter the Estate agree that information regarding the firm or work performed can be used in any way between the ARC, HOA, any owner on the Estate, Status Mark, the appointed architect and the Municipality.
<b>Attachment 9</b>	Control and governance of electrical fences is imposed by the ARB/HOA, typically (1) all applications, whether existing or new, are to be filed new in writing (2) complete register of electrical fences on the estate will be recorded at the offices of Status Mark and (3) proof about certificate of compliance (COC) should either be provided or confirmed to be available	The owner of a property with an existing electric fence on the property must ensure that they obtain a valid Electric Fence System Certificate of Compliance in their name. Property owners are civilly and criminally liable for injuries caused by their electric fence. Proof of valid COC should either be provided or confirmed to be available at any time.

<b>Attachment 9</b>	Add	The owners of existing fences and possible new applicants are requested to use other methods to protect their plants: 1) Use loose round stones around vulnerable plants to deter animals 2) Plant bigger plants that are higher than the feeding height of animals 3) Plant plants that are not favoured by animals.
<b>Attachment 9</b>	Add	New applications will only be approved in exceptional cases for a period of 12 months, whereafter electric fences must be removed or a new application can be lodged.

## **RESOLUTION 8**

Mossel Bay Golf Estate Home Owners Association NPC  
Annual General Meeting  
9 November 2023

Ordinary Resolution (50% +1 votes of approval): Obtain approval and condonation for the increase in OTB.

### **Background**

The December 2015 Chairman's report indicated the following:

"The OTB penalties have been applied since 2012, as follows:

July 2012 to September 2013	R 200 / month
October 2013 to June 2014	R500 / month
July 2014 to June 2015	R918 / month
July 2015 to June 2016	R950 / month"

It was further decided by the Board:

"PENALTIES: Article 40.6 of the MOI states: "The Directors may, from time to time, determine the amount of initial and subsequent penalties, subject to review and confirmation thereof by the Association in a General Meeting" and therefore the following is determined:

July 2016 to June 2017	a penalty of R 1,000 / month
July 2017 to June 2018	a penalty of R 3,000 / month
July 2018 to June 2019	a penalty of R 5,000 / month"

The above was accepted at the December 2015 General Meeting, but apparently subsequently altered by the Board and kept at R1 000 per month. Since July 2016 the monthly levy increased from R1 000 to R1 500 in July 2023, thus 50%. Over the same period the municipal valuation also increased by a calculated 41% on average of the present ten vacant erven.

### **The Board decided on 13 April 2023:**

That the monthly OTB be increased to equal the monthly levy, thus R1 500, and implemented from 1 July 2023. This decision needs to be condoned by the AGM.

## **The way forward:**

There is really an urgency to complete the building of new houses on the Estate. The present policy is as follows: an owner gets a maximum of 12 months to complete plans for the property from date of registration of erf. As soon as the contractor arrives on site with Municipal approved plans, this OTB-free period is extended for a maximum period of 12 months. If the contractor does not start on site with approved plans after this extended period, normal OTB charges are levied, until a contractor is established on site. The OTB-free period for no owner that builds exceeds 24 months.

It however happens that erven change owners and while the Seller already got the OTB-free planning period, the Buyer gets it again (and again). It is recommended that in future every new erf that changes from owner gets one OTB-free period, namely for the owner that finally builds the house. The owner that sells an unbuild erf will therefore be liable for the full payment of OTB plus interest (calculated at the prime interest rate of ABSA bank for that period,) for the period that the erf was owned.

**Suggested re-write:**

Problems arise when vacant erven change owners. The current situation is that the seller receives the benefit of the OTB-free planning period. This benefit is then transferred to the buyer, and sometimes to a subsequent buyer. It is recommended that this policy changes as follows: In future, the benefit of the OTB-free period will be awarded to the owner who builds the house. In practice, this means that the owner who sells a vacant erf will therefore be liable for the full payment of OTB plus interest (calculated at the prime interest rate of ABSA bank, applicable for the period in question,) for the full period that the vacant erf was owned.

## **Recommendation**


**that the decision of the Board to increase the OTM from 1 July 2023 to R1 500 be condoned;**

**that the following be implemented from 1 July 2024:**

that the monthly OTB be equal to the monthly levy.

**that the following be implemented immediately:**

For every new owner of an erf, the following will be implemented: The owner who wants to sell a vacant erf and who received the benefit of the 12 months OTB-free period for planning purposes, will become liable to pay the applicable OTB that was not paid, together with interest (the applicable prime interest rate of ABSA bank) before the certificate to sell will be granted.



Proposed: Henry Böning

Date: 2023-10-10



Seconded: Nick Van Noordwyk

Date: 2023-10-10



## RESOLUTION 9

Mossel Bay Golf Estate Home Owners Association NPC: Annual General Meeting:

9 November 2023

Ordinary Resolution (50%+1 votes of approval): AMENDMENT OF CONDUCT RULE 15 & 18

### Non-compliance with Memorandum of Incorporation

1. In their current format Conduct Rules 15: "Letting of Units" and 18: "Conditions applicable to Self-Catering Accommodation" are both in breach of Article (Art.) 13.1.16 of the Memorandum of Incorporation (MOI) of the Mossel Bay Golf Estate Home Owners Association (HOA), in that they do not prevent the conduct of any business activity in a unit.

### Non-compliance to be corrected

2. All Conduct Rules, must as a point of departure, comply with the MOI. Conduct Rules that are compiled by the Company must therefore conform and be alignment with the MOI, in that order and not the other way around. Consequently, the Conduct Rules of the HOA are established because of the MOI and must not in any manner whatsoever contradict, impede or be in contravention of the MOI.
3. Any letting for a period of less than 30 (thirty) days, will be deemed as conducting a business and will consequently be in contravention of Art.13.1.16 of the MOI.

### Proposed Resolution

4. In order to comply with Art.13.1.16 of the MOI, Conduct Rules 15: "Letting of Units" and 18: "Conditions applicable to Self-Catering Accommodation" need to be modified to include the following prerequisite in Rule 15 and 18, respectively:
  - No letting of a unit/property for less than 30 (thirty) calendar days will be allowed.
5. The modified rules become effective from 1 March 2024.
6. The HOA Board compile and implement the procedures required to ensure compliance with the modified rules.

Proposed:

W Roux

Date: 2023'10'09

Seconded:

J. Alexander

Date:

2023-10-09

### Rationale in support of the Introduction of the Proposed Resolution

7. The Mossel Bay Golf Estate Home Owners Association, is a registered company (Registration No. 1999/001249/08) incorporated as a non-profit company as defined in the Companies Act No. 71 of 2008 (as amended).
8. Members of the HOA are contractually and legally bound to act in accordance with the MOI of the HOA.
9. In accordance with Art. 7.3 and 7.4 of the MOI membership of the HOA is automatic and compulsory:  
Art. 7.3: Membership of the association is limited to persons who are owners of a unit or an erf in the development.  
Art.7.4: Membership of the association shall be automatic and compulsory, such membership commencing automatically when a person becomes the registered owner of a unit or erf in the development...
10. The aforesaid membership requirement is also incorporated in the Title Deed of properties within the Mossel Bay Golf Estate (Estate). Thus, the MOI, becomes the sole legal binding contractual arrangement between home owners and the HOA. This contractual arrangement binds all home owners to the HOA.

### Art. 13.1.16 of the MOI

11. Conduct Rules for the HOA is set out in Art.13 of the MOI which, inter alia, include:  
Art.13.1: Subject to the provisions of this memorandum, any restriction or direction given at a general meeting of the association, or any condition imposed by the local authority, the directors may from time to time make, vary or modify rules which shall be binding on the members, inter alia, in regard to:  
Art.13.1.16 The use of land within the development and the **prevention of the conduct of any business activity whatsoever in any unit**: Provided that no final approval in terms of the Mossel Bay Town Planning Scheme and the Land Use Planning Ordinance No 15 of 1985 as on 1<sup>st</sup> January 2007 shall be affected by such decision.
12. An examination of the wording used in Art.13.1.16, point to the decisiveness and unambiguity of this article. According to various dictionaries (Oxford, Collins, Merriam-Webster, etc) **prevention** means:
  - An act of stopping something happening or someone doing something
  - Ensuring something does not happen
  - Hindering or obstructing an actionSynonyms of prevention are; prevent, halt, staving-off, obviating, debarring, arresting and impeding.
13. **Whatsoever** is generally used after a negative phrase to add and emphasise the idea being expressed. The phrase "whatsoever" includes all, no matter what, without specification and leaves no room for including anything.

14. Judging from the wording used in Art.13.1.16 there can be no doubt that the MOI explicitly prohibits the conduct of any business activity whatsoever in any unit. The word "prevention" is expressive and compels the company to stop and not allow a member from conducting any business activity whatsoever in his/her unit.
15. Continuing, Art.13.1.16 of the MOI is decisive and unambiguous in this matter, as it provides neither any latitude for misconception or any possible misunderstanding as to its intent and is patently clear in its objective.
16. No doubt, Art.13.1.16 (also recorded in the HOA's 2007 Articles of Association) safeguards the original development objectives of the Estate, and serves as a major consideration, as well as protection for home owners investing in a property on the Estate.

#### **The MOI is sacrosanct**

17. The MOI provides considerable assurance, peace of mind, sureness, and certainty to owners, as any changes to the MOI can only occur via a special resolution as set out in Art 42.1 of the MOI. The 75% poll of approval required for changes to the MOI sets the bar extremely high and justifiably so.
18. A decision taken in the past, which is in contravention and inconsistent with the HOA's MOI, does not justify that the matter cannot or should not be corrected. A prohibited action is not justified and corrected by the mere lapse of time; it remains forbidden. The MOI cannot be ignored or manipulated and dealt with on a random and arbitrary basis to suit a particular situation or pre-conceived decisions.
19. According to the undermentioned articles the MOI will take precedence:
  - Art. 7.5: The provisions of the constitution or management rules and conduct rules of the sub-association concerned shall bind every member, but this memorandum will take precedence over such constitution or management rules and conduct rules should any condition therein be contrary to this memorandum.
  - Art. 7.10.2 ... every member shall: Observe the provisions of this memorandum and all rules made by the association and/or the directors and the constitution and rules of any sub-association.
20. It cannot be over emphasised that the MOI of the HOA is sacrosanct and non-compliance with any article thereof is not an option.
21. Neither the Board of Directors of the HOA nor members in an annual or special general meeting, can make decisions which infringe or contravene upon any articles contained in the MOI of the HOA – members are obligated to comply with the MOI.

#### **Short-Term Letting a Viable Business**

22. Business activities refer to economic, organised, or commercial activities, whether directly or indirectly related to making goods or providing services to consumers with the primary aim of ensuring profit.

23. Short-term letting is a profitable business option for property owners. Income from short-term rentals can only be regarded as trade or business income. The logic in embarking on short-term letting activities is exclusively for financial gain.
24. This business activity is not undertaken on an as and when needed basis. Rather, it is purpose driven, carried out to secure a continuous, uninterrupted, determined, and direct source of income over an extended period. Providing short-term letting on a continuous or regular basis can only be considered to carrying on an enterprise. Undoubtedly, where a premises is made available for profit, such property is being used for business purposes.
25. Further confirming that short-term rentals are a commercial/business activity is government's proposed new regulation of short-term rental schemes like Airbnb. Evident from Government's declared intention to regulate short-term home rentals, is because of the perceptions that it may be hurting the tourism sector. The proposal is captured in the Tourism Amendment Bill, published on 15 April 2019. The relevant new definition in the Bill is: "Short-term home rental meaning the renting or leasing on a temporary basis, for reward, of a dwelling or a part thereof, to a visitor." The Tourism Amendment Bill 2019 will make it trickier for homeowners to generate large profits from short-term letting options. This includes a threshold on the number of nights a short-term rental may be rented out, as well as possible zoning restrictions on where short-term rental may operate.
26. Letting records confirm that some properties on the Estate are purchased with the sole intention of short-term letting of these properties/units which is in breach of Art.13.1.16.
27. Associated with a high and continuous turn-over of tenants/guests, short-term rentals involve periods upwards of a day to a week and up to a month. The higher the turnover of tenants, the higher the income potential.
28. Members are also reminded that during a Special General Meeting in September 2022 a resolution to operate a guest house on the Estate was defeated.

#### **Impact of Short-Term Letting**

29. Short-term renting generally requires additional property maintenance and cleaning services between rentals, which services are often provided by contractors as the owners do not permanently live on the estate. According to the HOA's August 2023 News Letter there are 16 properties (4%) registered for short-term letting on the HOA's rental data base.
30. Rentals are normally for holiday, but could also be for business purposes - tenants/guests/visitors coming and going all the time.
31. No doubt the aforesaid jeopardise the character, image, reputation and original intention - affirmed by the inclusion of Art.13.1.16 in the MOI - of the estate which could negatively impact the value of properties on the Estate.
32. Certainly, a short-term rental business can be disruptive, a nuisance, pose a security risk, and add additional cost pressures on infrastructure and services.
33. The administrative encumbrance caused by the continuous processing of tenants by the management agent and security, distracts from the primary focus and services for which they have been contracted.

## **RESOLUTION 10**

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting:  
9 November 2023

Ordinary Resolution (50%+1 votes of approval): LETTING PROCEDURE

### **BACKGROUND**

Renting, letting, or leasing property, hereinafter referred to as "letting," within the Estate, has long been a contentious issue. There is a lack of clear and decisive guidance regarding the rules and rights involved, which can easily be confusing. The current letting rule and procedure, which has been in place since 2015, are outdated and now require review in light of the latest Municipal Zoning By-Laws applicable in 2021, which necessitate compliance.

This document has been compiled after extensive research, discussions, and careful consideration. Making a decision in this matter is neither straightforward nor clear-cut, as it involves numerous laws, by-laws, the Memorandum of Incorporation, rules, decisions made during Annual General Meetings, security considerations, financial implications, and common sense.

The Estate was originally established as a residential development for single-family use and was zoned as Single Residential Zone 1 (stand-alone full title houses), General Residential Zone 1 (attached full title units), and General Residential Zone 2 (attached sectional title units.)

It was envisioned as a place where residents could enjoy privacy within a secure environment surrounding a golf course. The Estate consists of mixed-use properties, namely private full title dwelling houses with their own land units, private full title units (group housing), and units falling under the Sectional Title scheme (town housing). There are no erven or units zoned as Resort or Business, and the initial vision for the development was never to operate as a resort or a place of business. For example, unlike Pinnacle Point, where a number of erven are zoned as Resort and the primary purpose of these properties is to operate as businesses, generating revenue through property rentals in a resort environment.

### **MOTIVATION**

The current letting procedure was implemented in 2015 and various short-comings between the MOI, Conduct Rules and Municipal By-Law exist. The aim is to formulate a procedure which is in compliance with the requirements of the MOI and local by-laws applicable to the residential zoning of the Estate.

**RECOMMENDATION**

1. It is proposed that the letting procedure be approved.

  
PROPOSED BY: PIET ACKERMAN

DATE:

  
SECONDED BY: NICK VAN NOORDWYK

DATE:

**LETTING PROPOSAL TO THE BOARD OF**  
**THE MOSSEL BAY HOME OWNERS**  
**ASSOCIATION**

DRAFT

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## 1. Objective

The objective of this document is to clearly set out the position, rules, regulations and rights of owners for renting, letting or leasing properties in the Mossel Bay Golf Estate.

## 2. Background

Renting, letting, or leasing property, hereinafter referred to as "letting," within the Estate, has long been a contentious issue. There is a lack of clear and decisive guidance regarding the rules and rights involved, which can easily be confusing. The current letting rule and procedure, which has been in place since 2015, are outdated and now require review in light of the latest Municipal Zoning By-Laws applicable in 2021, which necessitate compliance.

This document has been compiled after extensive research, discussions, and careful consideration. Making a decision in this matter is neither straightforward nor clear-cut, as it involves numerous laws, by-laws, the Memorandum of Incorporation, rules, decisions made during Annual General Meetings, security considerations, financial implications, and common sense.

The Estate was originally established as a residential development for single-family use and was zoned as Single Residential Zone 1 (stand-alone full title houses), General Residential Zone 1 (attached full title units), and General Residential Zone 2 (attached sectional title units.)

It was envisioned as a place where residents could enjoy privacy within a secure environment surrounding a golf course. The Estate consists of mixed-use properties, namely private full title dwelling houses with their own land units, private full title units (group housing), and units falling under the Sectional Title scheme (town housing). There are no erven or units zoned as Resort or Business, and the initial vision for the development was never to operate as a resort or a place of business. For example, unlike Pinnacle Point, where a number of erven are zoned as Resort and the primary purpose of these properties is to operate as businesses, generating revenue through property rentals in a resort environment.

## 3. Factors considered

In establishing a procedure for letting property in the Estate, a number of factors had to be taken into consideration.

### **3.1 Mossel Bay Municipality Zoning Scheme By-Law of 18 November 2021**

Numerous meetings were conducted with the Municipality and its senior personnel to gain a comprehensive understanding of the Municipal By-Laws relevant to the zoning of the estate and the potential implications for the current property letting situation. Municipal records have confirmed that no "Consent uses" are registered for any erven, meaning that only "Primary

uses" are presently applicable to the erven within the estate. The Municipal By-Laws stipulate that self-catering and bed-and-breakfast type accommodations are permitted under specific conditions, which will be further explained below.

### **3.1.1 For Single Residential Zone 1 with Single dwelling house as Primary use: (Full title houses)**

Two types of accommodation fall under this category:

A) Accommodations where owners reside in the house and offer lodging to transient guests, and

B) Accommodations where the entire property or a portion thereof is rented out on a self-catering basis.

#### **A) Bed & Breakfast type. (Owners living in the house and rent out rooms):**

- Municipal classification for this primary use type of letting is "bed and breakfast."
- The primary use of the property must remain residential and the property owners must reside in the house to be eligible to rent rooms.
- Property owners within this zone may rent or lease a maximum of 2 (two) bedrooms, accommodating up to 4 guests.
- Sufficient parking must be available to ensure that the primary residence has two parking spaces for the owner's use and one parking space per room rented out.
- The inclusion of a coffee station is allowed.
- Kitchenettes are not allowed.
- The rooms must have inter-leading connection with the main house, meaning there should be no physical division between the main house and the rented rooms.
- A second kitchen is not allowed unless it receives approval from the Homeowners' Association (HOA). In the event of approval, it will be classified as a separate dwelling on the property, which contradicts the estate's architectural guidelines that only permit single dwellings. Thus, such an arrangement will not be permitted.

#### **B) Self-Catering type. (No one is residing in the house; it is rented out as a complete unit).**

- The rental of the entire unit or house to guests is permitted, even when the owners are not living in the house.
- The inclusion of a second kitchen is not permitted unless it receives approval from the Homeowners' Association (HOA). In the event of approval, it will be classified as a separate dwelling on the property, which contradicts the estate's architectural guidelines that only permit single dwellings. Consequently, such an arrangement will not be allowed.

**3.1.2 For General Residential Zone 1 with group housing as primary use:  
(Full title semi-attached house)**

- Letting of rooms are not allowed whilst owners are living in the house. Units may however be rented out as complete units on a self-catering basis.

**3.1.3 For General Residential Zone 2 with town housing as primary use:  
(Sectional title units)**

- Letting of rooms are not allowed whilst owners are living in the house. Units may however be rented out as complete units on a self-catering basis.

**MUNICIPAL USE ZONES TABLE AS CONTAINED IN THE 2021 BY-LAW**

1 Zoning	2 Primary use	3 Consent use
<b>SINGLE RESIDENTIAL ZONES</b>		
<b>Single Residential Zone I (SRZI)</b>		
<p><i>The aim of this zone is to facilitate residential development where the primary form of accommodation is a single-family dwelling, with each dwelling possessing its own land unit and sufficient outdoor space. There is room for limited employment and additional accommodation opportunities as primary or consent uses, but it is imperative that the primary function of the property remains residential. Additionally, any impact stemming from employment or additional accommodation uses should not have a detrimental effect on the overall quality and character of the surrounding residential environment.</i></p>	<p><b>Primary uses</b></p> <ul style="list-style-type: none"> <li>• Dwelling house or</li> <li>• Dwelling house and second dwelling or</li> <li>• Double dwelling house</li> </ul>	<p><b>Consent uses</b></p> <ul style="list-style-type: none"> <li>• Guest house</li> <li>• Halfway house</li> <li>• Home care facility</li> <li>• House shop</li> <li>• Place of instruction</li> </ul>

	2	3
Zoning	Primary use	Consent use
GENERAL RESIDENTIAL ZONES		
General Residential Zone I (GRZI)	SAN BARTOLOMEO & OTHER SIMILAR TO IT.	
<p><i>The objective of this zone is to promote medium-density residential development characterized by a unified design approach. This zone is designed to accommodate group housing, with a strong emphasis on aesthetics, architectural form, and the harmonious integration of various components within the group housing scheme. Group housing developments may be situated within single residential areas, especially in locations where higher density is considered beneficial. These locations may include areas along main roads, in proximity to local shopping centres, other activity hubs, and preferably near public open spaces.</i></p>	<p><b>Primary use</b></p> <ul style="list-style-type: none"> <li>• Group housing</li> </ul>	<p><b>Consent uses</b></p> <ul style="list-style-type: none"> <li>• Home occupation</li> <li>• Retirement resort</li> </ul>

General Residential Zone II (GRZII)		OPORTO & SAN VICENTE	
1	2	3	
<p><i>The aim of this zone is to encourage residential development characterized by a higher density than that of General Residential Zone II, while maintaining a focus on design coordination and modest building height. This zone places special emphasis on specific location requirements, which include proximity to transportation options and essential amenities. Town housing developments should not be randomly situated but rather carefully placed, taking into account the availability of open spaces and community facilities. Town housing may be appropriately situated in and around central business districts, near high-density zones, and along active transportation corridors, such as railway lines and main traffic routes, which are often associated with apartment buildings.</i></p>	<p><b>Primary use</b></p> <ul style="list-style-type: none"> <li>• Town housing</li> </ul>	<p><b>Consent uses</b></p> <ul style="list-style-type: none"> <li>• Home occupation</li> <li>• Retirement resort</li> </ul>	

## Minimum off-street parking requirements

Land Use	Normal Areas
Dwelling house / Double dwelling house	2 bays per dwelling Erven <350m <sup>2</sup> : 1 bay per dwelling Erven < 100m <sup>2</sup> : Nil per dwelling
Group housing/Town Housing	2 bays per dwelling unit
Flats	1 bay per dwelling plus 0,25 bay per unit for
Second dwelling	1 additional bay
Boarding house/ Guest House/ Guest Lodge/ Bed and Breakfast Establishment	1 bay per bedroom plus 2 bays per owner's home or manager's flat

### 3.2 Memorandum of Incorporation (MOI)

The Memorandum of Incorporation of the Mossel Bay Golf Estate is explicit as to the use of properties within the Estate. It also clearly sets out the objectives of the Company, as well as obligations and powers of the Directors.

#### 4. OBJECTS AND POWERS OF THE COMPANY

4.1 Subject to any other provisions stated in this memorandum the objectives of the association shall be the following:

4.1.1 To serve as an owners' association for the members, to promote, advance and protect the communal interests of the members generally in the development.

4.1.2 To manage, administer, maintain, control and insure, where necessary, the common areas within the development and all aspects of common interest to the members.

4.1.3 To take transfer of, maintain and insure, where necessary, the roads, the private open space and improvements thereupon in the development and control the usage thereof and of the facilities belonging to the association or falling under its control.

4.1.4 To control all aspects of the exterior design of all buildings, improvements and landscaping within the development.

**4.1.5 To ensure compliance with the legal requirements of any local authority, including the conditions of establishment imposed by any competent authority.**

4.1.6 To ensure that all erven other than those used as private and public open spaces and roads, **shall be used for single residential purposes only** unless otherwise approved by 60% of the members in general meeting, subject to such conditions as the meeting may determine; provided that no final approval in terms of the Mossel Bay Town Planning Scheme and the Land Use Planning Ordinance No 15 of 1985 as on 1<sup>st</sup> January 2007 shall be affected by any such decision.

**4.1.7 To ensure that no subdivision, rezoning, consent use or departure as defined in the Ordinance or any suchlike deviations are permitted** in respect of any erf or unit unless approved by 60% of the members in general meeting, subject to such conditions as the meeting may determine; provided that no final approval in terms of the Mossel Bay Town Planning Scheme and the Land Use Planning Ordinance No 15 of 1985 as on 1<sup>st</sup> January 2007 shall be affected by any such decision,

4.1.8 To enter into services agreements and other necessary agreements with the local authority or any other authority or supplier of services in connection with the development.

**7.8 No member shall let or otherwise part with occupation of any unit, erf or part thereof owned by him within the development, whether temporarily or otherwise unless the proposed occupier has undertaken in writing in favour of the association and the owner that such occupier shall be bound by all the terms and conditions of this memorandum and the rules. The owner shall furnish the managing agent with such undertaking.**

11.8 Following the approval of the budget, the directors shall pass a resolution in terms of which the total amount of the approved budget is apportioned to members according to **such equitable**

**apportionment** as the directors may determine from time to time. In exercising their discretion regarding equitable apportionment, the directors shall consider:

11.8.1 The number of households which may potentially be accommodated in a unit.

11.8.2 **The usage of the unit, including usage as a guesthouse or for purposes of rental (in whole or in part.)**

11.8.3 Joint ownership to the extent that the dwelling is capable of being used simultaneously by more than one household.

11.8.4 The number of actual occupiers accommodated in the unit from time to time.

## 13 CONDUCT RULES

13.1 **Subject to the provisions of this memorandum**, any restriction or direction given at a general meeting of the association or **any condition imposed by the local authority, the directors may from time to time make, vary or modify rules which shall be binding on the members**, inter alia, in regard to:

13.1.3 The conduct of any persons in the development for the prevention of nuisance of any nature to any member;

13.1.4 **The regulation of the number of occupiers permitted in any one unit;**

13.1.10 **For the furtherance and promotion of any of the objects of the association and/or for the better management of the affairs of the association** and/or for the advancement of the interests of members and/or occupiers in the development;

13.1.15 The use by members, the members of their households, their guests and lessees, of the roads, the golf area and open space, including the right to prohibit, restrict or control such use of the roads and open space or any portions thereof as may from time to time be necessary or expedient;

13.1.16 **The use of land within the development and the prevention of the conduct of any business activity whatsoever in any unit: provided that no final approval in terms of the Mossel Bay Town Planning Scheme and the Land Use Planning Ordinance No 15 of 1985 as on 1<sup>st</sup> January 2007 shall be affected by such decision;**

13.1.17 The use of parking areas;

13.1.20 The right of access of members to any portion of land;

## 20 FUNCTIONS, POWERS AND DUTIES OF DIRECTORS

20.8 **The directors may, in addition to the powers conferred upon them in terms of the above, make conduct rules (referred to in article 13) not inconsistent with this memorandum** or any rules prescribed by the association in general meeting for the furtherance and promotion of any of the objects of the association, for the better management of the affairs of the association and for the advancement of the interests of members.

### 3.3 AGM decisions

#### 3.3.1 2014 AGM

At the Annual General Meeting of 2014 the following was discussed and decided upon.

**MINUTES OF THE 17<sup>TH</sup> ANNUAL GENERAL MEETING OF THE MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION THAT WAS HELD ON THURSDAY 11 DECEMBER 2014 AT 10H00 IN THE DUTCH REFORMED CHURCH HALL, 17<sup>TH</sup> AVENUE, MOSSEL BAY**

**9. Directive - long/short term rentals & self-catering accommodation:**

A legal registration document has been drawn up by Braam Deacon Attorneys. This form must be completed by all owners who are leasing their properties on a long/short term & self-catering basis. The purpose for the completion of this form is to establish a security control system on the Estate. It has been noted that owners are giving their access cards to tenants/guest to gain access to the Estate, which is considered a loop hole in the security procedure.

The form must be obtained from Status Mark. All owners who are letting their properties will be required to pay a refundable deposit of R1500.00. This deposit can be used to settle any fines accumulated by tenants or guests.

Tenants/Guest will not be issued an access card, their cell numbers will be loaded on the cell-to-gate system for the period of their lease/holiday. There will be a cost of R20 per cell number loaded as the HOA is charged by the cell-to-gate operator, MYGSM, for every number loaded and deleted from the system.

This system will be implemented in January 2015. It is not a rule but a control measure and the HOA will rely on owners' integrity to register their tenants or guests.

A system will be arranged for overseas visitors who do not have a South African cell phone number.



### 3.3.1 Minutes of strategic meeting 19 January 2015

**MINUTES OF THE STRATEGIC MEETING OF THE MOSSEL BAY GOLF ESTATE HOA BOARD OF DIRECTORS HELD AT THE POINT HOTEL, POINT STREET, MOSSEL BAY ON THE 19 JANUARY 2015 AT 09:00AM**

<b>8.3</b>	Self-catering establishments Long/Short term letting	<p>The Board has decided to implement the system with effect from 1<sup>st</sup> February 2015 under the following conditions:</p> <p>All owners letting their properties long/short term or self-catering will register with Status Mark</p> <ul style="list-style-type: none"> <li>• A refundable non-interest-bearing deposit of R1500 will be</li> <li>• The deposit may be used towards damage caused by tenants/guests or for fines for breach of Rules</li> <li>• The application form must be completed.</li> <li>• Tenants/Guests will get access via the cell-to-gate system at R20-00 per cell phone number registered.</li> <li>• No access cards will be issued to tenants.</li> </ul>
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### 3.3.3 Annual General Meeting 2022

In the Annual General Meeting of 2022 a resolution with regards to running a business from a unit was tabled and accepted by the owners.

#### **Special Resolution No 3:**

Resolved that the Conduct Rules of the Company be altered by the **REPLACEMENT** of conduct 2.1 with the following:

Subject to the provisions of clause 18, no trade, profession, or industrial, commercial, or professional business activity may be conducted on the estate by residents unless otherwise approved by 60% of the members in general meeting, subject to such conditions as the meeting may determine, provided that applications for activities performed by residents which do not require the presence of other persons who are not part of their household, or which do not require physical interaction at their residence with customers, suppliers, service providers or any persons not part of the household shall be considered by the Board of Directors for approval subject to such terms and conditions as it deems necessary. Applications for permission to conduct the activities contemplated above shall be lodged in advance in writing to the HOA and shall contain a full description of the nature and extent of the relevant activities.

#### **Reason**

“Business” and “Business Activity” is not defined in the Companies Act, nor in the MOI, nor in the Conduct Rules. Conduct Rule 2.1 determines that no “business activity” may be conducted from any erf or unit, which leaves it open to different interpretations.

The lack of a clear definition of a “Business” and/or “Business Activity” and/or clarification of acceptable or unacceptable business activity can create the perception that the MOI and conduct

rules are knowingly ignored and not consistently applied – if at all. This situation creates uncertainty and unhappiness among homeowners.

To exacerbate this situation many organisations, including banks, accounting firms, financial institutions, corporates, etc. require their staff to work from home. In this regard, there are numerous examples of persons performing some or other work-related activity from their homes. It can hardly be imagined that the current MOI and Conduct Rules are meant to deny homeowners the right to perform these activities from their homes in the Golf Estate.

To address these challenges, it is deemed necessary to change conduct rule 2.1, guided by MOI Article 4.1.7 which allows members in general meetings to approve applications to conduct business activities. Conduct Rule 2.1 references the generic definitions of the Oxford English dictionary which describes ‘business’ amongst others as “commercial activity” and the Collins South African Dictionary which describes ‘business’ as “an industrial, commercial, or professional operation.”

**Effect**

The effect of Special Resolution No 3 is to change the Conduct Rules to provide clarity in respect of the activities which may, and may not, be conducted on the Estate by residents.

**3.3.4 Minutes of the 2022 AGM on above resolution**

***Special Resolution 3: The Amendment of Article 2.1 of the Conduct Rules to make provision for work from home***

Members were asked to vote to amend Article 2.1 of the Conduct Rules to make provision for work from home.

- Proposer stated case for motivation.
- Mr Kriel stated that he agrees with the resolution, but the interpretation of the resolution is difficult. Mr Kriel propose that the wording of the resolution be amended with the following: Subject to the provisions of clause 18, no trade, profession, or industrial, commercial, or professional business activity may be conducted on the estate. Business activity as mentioned can be approved by 60% of members at a general meeting, subject to such conditions as the meeting may determine.

Applications for permission to conduct business activities contemplated above shall be lodged in advance in writing to the HOA and shall contain full description of the nature and extent of the relevant activities. Applicants must confirm and undertake that the business activity will not result/cause in any nuisance of any nature to other residents.

Business activities performed by residents which do not require the presence of other persons, who are not part of the household, or which do not require in person presence at their residence with customers, suppliers and service providers does not require approval by the Board of Directors or the HOA to conduct their business.”

- Mr Wiltgen stated that many people are working from home nowadays and this matter will be more complicated in future.
- The resolution will be voted on as presented and not be amended.

**Proposer: C Kuun                      Seconded: A Jonker**

***In Favour: 145 (75.52%)***

***Against: 41***

***Abstain: 6***

**SPECIAL RESOLUTION 3 MUST BE ACCEPTED BY A 75% MAJORITY VOTE, THEREFORE SPECIAL RESOLUTION 3 WAS ACCEPTED**

### **3.3.5 The new rule as implemented in 2023**

“No business or commercial activity may be conducted from any erf or property within the estate, except as stated in rule 18 below and as mentioned hereafter.

An activity that can be considered as "work from home" and of a purely administrative, telephone, and/or office-based nature, where no tools or equipment causing noise are used, is exempt from the requirements to operate with special permission.

Any other business activity that does not conform to the above definition is subject to permission and can be approved by the HOA Board. Only permanent residents of the property may be involved in the activity, and no employees, clients, or service providers from outside the estate are allowed.

Housekeepers, gardeners, cleaning services, and other service providers who provide a personal service to the property owner will be allowed, subject to compliance with the necessary security regulations.”

## **4. Estate Conduct Rules currently applicable to Letting**

### **4.1 As described in Addendum 1 dated 30-9-2021**

#### **15. Letting of units**

- 15.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 15.2 Should any owner let his property, he shall advise the HOA in writing that the property is to be leased. The Rules and Regulations shall form part of the lease pack and the Lessor shall bind the Lessee to adhere to such rules.
- 15.3 The owners or occupiers of any property within the Estate are liable for the conduct of their visitors, contractors, employees and tenants, and must ensure that such parties adhere to the Rules and Regulations.

#### **18. CONDITIONS APPLICABLE TO SELF-CATERING ACCOMMODATION**

- 18.1 All self-catering accommodation establishments must be registered with the HOA.
- 18.2 The maximum number of bedrooms in one self-catering accommodation establishment and number of guests will be dealt with individually by the Board of Directors.
- 18.3 No facilities, eg. catering or meetings whatsoever may be provided by an establishment for guests/non-residents of that establishment.
- 18.4 Adequate onsite parking is to be provided: one bay per guest bedroom as well as parking for the permanent homeowner residents.

- 18.5 No parking in the street, or on other owners' property or common areas will be allowed.
- 18.6 No activities that may disturb the occupants of another dwelling will be tolerated.
- 18.7 The abovementioned conditions and any other rules of the HOA may not be contravened.
- 18.8 The Estate Rules must be brought to the attention of the guests and a hard copy must be available in every guest room.
- 18.9 Tenants will not be allowed to operate a self-catering accommodation establishment.

## 5. Current Letting Procedure in place

The current self-catering, Fun Seekers/RCI or letting procedure was established in 2015 requiring:

- 5.1 all members who wish to, or who were at the time operating Self-Catering, Fun seekers/RCI or letting out their properties for 6 months or less to paying guests, to register with the HOA via the Managing Agent.
- 5.2 to pay a refundable deposit of R1500 to cover any damage to the Estate property by the tenants.
- 5.3 to pay an amount of R20 for registration on the cell-to-gate access system and d) sign a copy of the Rules & Regulations of the Estate.

Current procedures are attached as Appendix E and Appendix F.

## 6. Period of rent/lease

The Board had to deliberate on what is commonly known as "Short-Term Letting" and "Long-Term Letting." After careful consideration, the Board of Directors in 2021 and the current Board, following thorough research of various estates in South Africa, found that different estates employ a wide range of time limits for these categories. As an illustrative example, Jackal Creek uses a six-month duration to distinguish between short-term and long-term letting. They only permit long-term letting, which must extend for no less than six months. While some other estates have set a period as short as one month, the Board did not come across any estate that utilized a time frame shorter than one month.

Municipal By-Laws refer to "transient guests" when describing guests who stay for a brief period. According to internationally accepted standards, *Transient guests* means persons, who in exchange for money or other financial compensation, occupy a room or rooms, Residential Premises or other property used for sleeping accommodations for less than thirty (30) consecutive days.

It is considered that a one-month period is both reasonable and equitable for property owners within the estate who wish to rent their properties for such durations, which would necessitate a legally binding lease agreement.

## **7. Legal binding agreements**

Tenants who let property for a month or longer are typically required to enter into a formal lease agreement with the property owner. This agreement commonly references the Memorandum of Incorporation (MOI) of the Estate and the Estate's rules. However, in certain instances, it was observed that the tenant was not properly bound to abide by the estate's rules through the lease agreement.

Legal advice has affirmed that, in such cases, the Homeowners' Association (HOA) would lack the legal authority to act against a tenant in the event of gross misconduct. In such situations, the HOA can only impose penalties on the property owner, but the property owner may not be held liable for certain instances of gross misconduct.

Therefore, it was recommended that the HOA establish a legally binding agreement with the tenant, in which the tenant provides the HOA with all necessary personal details and confirms their commitment to adhering to the MOI and Estate rules.

Please refer to the attached Appendix D for further details.

## **8. Security considerations**

The Board carefully considered the safety and security of all owners when making these decisions. It is a fundamental rule of the Estate that no person who is not an owner shall be permitted to enter the Estate unless they have undergone a security screening process and have been issued an access card. Alternatively, owners can personally vouch for their visitors, thereby assuming full responsibility for their guests. In the case of tenants or paying guests, it is mandatory to provide the details of these guests to the HOA managing agent for access control purposes.

The primary objective of the Estate's security measures is to prevent unauthorized individuals from gaining access to the Estate. With the installation of security cameras along the Estate's perimeter, any unwelcome individuals can be identified prior to entering the Estate, and alerts are promptly sent to various response entities. In the event of any legal action, video footage of all security breaches will be available as evidence.

The By-Laws also require property owners to maintain a register of all paying guests. This register must be made accessible to relevant authorities, such as the Municipality and the South African Police Service (SAPS), when requested.

All of the aforementioned considerations were taken into account when formulating the updated rules and guidelines for letting properties within the estate.

## 9. Recommendation to the Board

It was recommended to the Board that adherence to Municipal By-Laws, compliance to the MOI, AGM decisions and acting in a fair manner, need to be taken into consideration when coming to a decision on letting.

In reaching the final decisions on this matter, the board should also take the following into consideration.

### 9.1 The owners at the 2022 AGM approved the following rule by majority vote

No business or commercial activity may be conducted from any erf or property within the estate, except as stated in rule 18 below and as mentioned hereafter.

An activity that can be considered as "work from home" and of a purely administrative, telephone, and/or office-based nature, where no tools or equipment causing noise are used, is exempt from the requirements to operate with special permission.

Any other business activity that does not conform to the above definition is subject to permission and can be approved by the HOA Board. Only permanent residents of the property may be involved in the activity, and no employees, clients, or service providers from outside the estate are allowed. Housekeepers, gardeners, cleaning services, and other service providers who provide a personal service to the property owner will be allowed, subject to compliance with the necessary security regulations.

#### **Definition of a business activity:**

Business is a regular process of earning an income by satisfying consumers' needs through a commercial activity like the manufacturing of goods, reselling of products, providing of services or carrying out all three together. It is an occupation which requires a particular set of skills and expertise to derive maximum profit out of it.

In view of the aforesaid definition of a business activity, the activity of letting a property to generate income/revenue is in fact a business activity. The rule could thus be interpreted that any business activity, including letting of property, will not be allowed.

The MOI is also clear on the running of a business in any unit.

13.1.16 The use of land within the development and the prevention of the conduct of any business activity whatsoever in any unit: Provided that no final approval in terms of the Mossel Bay Town Planning Scheme and the Land Use Planning Ordinance No 15 of 1985 as on 1<sup>st</sup> January 2007 shall be affected by such decision.

## **9.2 A Special Annual Meeting by an owner to run a guest house on the estate was recently not approved by the other owners**

In a Special General Meeting an owner applied for the Consent use of running a Guest house in the Estate. The other owners of the Estate rejected the proposal and the proposal did not succeed. It is evident through this Special General Meeting and the Annual General Meeting in 2022 that the majority of the owners are against running/operating any business in the Estate.

## **9.3 Other considerations**

The Board should however consider that some owners have previously, on incorrect interpretation of the MOI, and on the old Municipal By-Laws, been allowed to let out their property. Some owners have spent large amounts to adapt their property to be able to accommodate/allow letting. The board should therefor consider it fair and just to allow these owners to proceed with letting and those registrations to be honoured through the establishing of new rules in line with the revised Municipal By-Laws and our MOI to conduct letting of property.

It should also be clear that the Board cannot and will not concede that past wrongs will now be accepted and therefor do not approve of such.

This proposal was circulated to members of the previous short-term letting sub-committee established in 2022 for their comments and recommendations. The feedback was considered in the draft version which was presented to the Board.

At the Board meeting of the 8 June 2023, the Board recommended the draft proposal as presented and it was resolved that the portfolio of rules proceed with finalising the document for submission at the next AGM. A process of inclusivity was followed whereby the draft proposal was firstly sent to the owners who are registered to let for their input and comment and thereafter to all the homeowners for their input and comment. The relevant feedback was considered and the draft proposal updated after every stage of the process. The Board reiterates that compliance to the Municipal By-Laws is critical and needs to be addressed as a matter of urgency.

## **10. Procedure for Letting of property**

The following is applicable to Dwelling houses, Group houses and Town houses in the estate.

### **10.1 Re-registration of existing properties being let/leased out partly or in whole**

To ensure compliance with the Municipality By-Laws, as well as the Memorandum of Incorporation (MOI) and Conduct Rules of the Homeowners' Association (HOA), it is mandatory that all current letting establishments, whether for less than a month or longer, must re-register. This re-registration process is necessary to update the letting database with the required information. The Municipal By-Laws outline specific conditions that must be met in order to qualify for renting out rooms in a house or property, and in certain cases, to rent out the entire property.

Please refer to the attached new document (Appendix C), which must be completed by the property owner for registration to let out rooms or property.  
In the event of the sale of a property to a new owner, the new owner will be required to apply for permission, as the approval of the previous owner does not automatically transfer to the new owner.

## **10.2 Annual registration**

An annual registration will be mandatory for all letting establishments and is contingent on prior consent from the Board. It's important to note that such consent will not be unreasonably withheld. In the approval process, any complaints against the owner or its tenants, as well as any transgressions of the rules, will be taken into account. The Subcommittee Rules, following the guidelines outlined in the MOI, will handle these complaints and transgressions. Furthermore, in cases where issues have been experienced and reported, the consent of adjacent neighbours will also be required.

Owners who let or lease their property for more extended periods, exceeding one year, will not need to renew their registration annually. Instead, their registration will remain valid for the duration of the lease agreement with the current tenant.

For short-term letting establishments, approval or consent may be revoked if three or more rule transgressions occur, particularly when these transgressions negatively impact neighbours. In such cases, the owner will not be permitted to rent out the property for the remainder of the financial year, with the option to reapply in the following financial year.

Issues encountered with long-term letting establishments will be addressed at the time of contract renewal between the owner and tenant.

## **10.3 Registration to let fees**

Status Mark, in their role as the managing agent for the HOA, is responsible for the processing and administration of owner registrations for property rentals. This undertaking entails a financial implication for the managing agent, which will subsequently be passed on to the HOA. To address this cost, a registration fee is proposed.

It has been determined that the cost of registration and administration by Status Mark will amount to R750 per registration.

As a recommendation, it is advised that the registration fee be established at R750 per year or per registration. This amount will undergo an annual escalation, aligning with the same percentage increase as the levies.

The previous refundable registration fee of R1500 will be discontinued, and the new registration fee will not be subject to refunds.

### **10.3.1 Procedure for Letting of property for periods more than a month at a time**

Long term renting will be permitted within the Estate under the following conditions:



- a. Long term letting encompasses any letting period of one month or more.
- b. An official rental agreement needs to be entered into between the property owner and the tenant.
- c. The tenant is required to complete the new letting document (Appendix D) provided by the HOA and attach the required documentation to it.
- d. The tenant must sign and acknowledge receipt and confirm adherence to the Conduct rules at the Status Mark offices. Alternatively, this process can be facilitated by an approved agent responsible for the lease who will then furnish the signed documents to Status Mark.
- e. The tenant will be given access to Cell2gate system, only after fulfilling the abovementioned requirements.
- f. Provision of a Member Registration to let Document. (Appendix A)

### **10.3.2 Procedure for Letting of property for periods less than a month at a time.**

Within this category, there are two types of letting:

Type A: In this scenario, property owners reside in the house and rent out rooms to paying transient guests, which is described as "bed and breakfast" in accordance with Municipal By-Laws. Even though providing food is not allowed as per the HOA rules, the conditions specified in the Municipal By-Law concerning "Bed & Breakfast" must be observed, along with the requirements outlined in the MOI and Conduct Rules.

Type B: In this situation, no one resides in the house, and the property is let as a complete unit or house. For this type of letting, compliance with the Municipal by-law conditions pertaining to Group and Town Housing is mandatory. Furthermore, the requirements set forth in the MOI and the Conduct Rules that apply to these types of properties, as well as to Single Residential Dwellings, must be adhered to.

The specific requirements for letting are detailed in Section 10.4.

## **10.4 Requirements for re registrations & new registrations.**

The HOA needs to ensure that all registered letting establishments strictly adhere to the relevant By-Laws and the rules specified in the MOI and conduct rules. Consequently, it is imperative that both current and new letting establishments either re-register or register to allow the HOA to maintain an up-to-date database.

For detailed information on the relevant By-Laws, please refer to the attached Addendum.

**10.4.1 In the case of a house dwelling (full title house) for periods less than a month where the owners live in the house.**

10.4.1.1 The new re-registration form (Appendix C) must be completed and the following will be required:

10.4.1.2 A complete set of plans approved by the Municipality must be included in the application. An inspection to verify the actual buildings in comparison to approved plans will be carried out.

10.4.1.3 The plans must clearly indicate the two rooms that will be rented out.

10.4.1.4 The plans should also indicate the two parking bays designated for the owner and one parking bay per rented room.

10.4.1.5 The plans should specify the presence of all kitchenettes, coffee stations, kitchens and bar areas.

10.4.1.6 On the plans, it should be evident that the rooms are inter-leading within the house, ensuring compliance with Municipal By-Laws. There must be unrestricted access between all rooms within the property, and access cannot be through outbuildings or the garage.

10.4.1.7 Completed Member Registration to let Document (Appendix B)

**10.4.2 In the case of a group housing (full title attached) or town housing (Sectional title attached) for periods less than a month.**

10.4.2.1 The new re-registration form (Appendix C) must be completed and the following will be required:

10.4.2.2 Proof of sufficient parking.

10.4.2.3 Completed Member Registration to let Document. (Appendix B)

10.4.2.4 Completed Tenant undertaking Document (Appendix D) with every new tenant registration.

**10.4.3 In the case of a house dwelling (full title house) for periods more than a month.**

10.4.3.1 The Member Registration to let Document (Appendix A) must be completed.

10.4.3.2 Completed Tenant undertaking Document. (Appendix D) with every new tenant registration.

**10.4.4 In the case of a group housing (full title attached) or town housing (Sectional title attached) for periods more than a month.**

10.4.4.1 The Member Registration to let Document (Appendix A) must be completed.

10.4.4.2 Completed Tenant undertaking document (Appendix D) with every new tenant registration.

#### **10.4.5 In the case of a house dwelling (full title house) where a portion of the property is let out for periods longer than a month.**

10.4.5.1 The new re-registration form (Appendix C)

10.4.5.2 The Member Registration to let Document (Appendix A) must be completed.

10.4.5.3 Completed Tenant undertaking Document. (Appendix D) with every new tenant registration.

#### **10.4.6 In the case of a house dwelling (full title house) for periods less than a month where no one is staying in the house.**

10.4.1.8 The Members Registration to let Document (Appendix B) must to be completed

10.4.1.9 Completed Tenant undertaking Document (Appendix D) with every new tenant registration.

All new registration applications for letting houses/units for periods less than 30 days must be accompanied by a neighbour's consent. While this aspect is taken into account during the application process, it is essential to note that consent will not be denied without reasonable cause.

### **11. Tenant/Guest registration fee.**

Guests and tenants, whether for periods longer or shorter than 30 days, are required to be registered. This registration process involves the submission of the Tenant undertaking (Appendix D) with all the necessary information to the Managing Agent, Status Mark. Status Mark will manage the registration and access procedures, which incurs an administration cost.

The administration cost for this service, provided by Status Mark, amounts to R250 per tenant registration, and this cost must be covered by the respective fee.

As a recommendation, a Guest/Tenant registration fee is proposed at R250 per registration. This amount will undergo an annual escalation, aligning with the same percentage increase as the levies.

It's important to note that this fee is not applicable to tenant registrations for periods exceeding 30 days, as these are considered a single process at the time of letting registration.

### **12. Access procedure**

The access to the estate is determined by the HOA rules. The HOA cannot assume responsibility for granting access to any individual unless they have submitted the necessary documents that legally bind the guest/tenant to adhere to the rules and regulations of the estate to Status Mark. Therefore:

12.1 Tenants who are planning to occupy the unit for 30 days or more and have a rental agreement with the owner, along with completing and providing all the required documentation (Appendix D) as specified by the HOA, will be eligible for access to the estate through our telephonic access system.

12.2 Tenants who are visiting for less than 30 days, but have submitted a rental agreement and have completed and provided all the documents (Appendix D) as stipulated by the HOA, will also qualify for access to the estate through our telephonic access system.

12.3 International tenants will be required to provide a copy of their passport and complete Appendix D to qualify for access to the estate via our telephonic access system.

It's important to note that a new access control system is currently under investigation, and this may lead to adjustments in the procedure.

### **13. Use of services in estate**

It should be noted that the use of swimming pools and braai facilities on common property is extended to owners, their visitors, and tenants.

The golf course and its related services are not owned by the estate, and the HOA holds no authority over them. All golf-related activities should be directly coordinated with the Golf Club, following the rules set forth by the Golf Club.

The St Blaize walking trail is a Municipal facility that is maintained and made available to local residents and visitors. The terms for using the trail are subject to the requirements of the Municipality. It's important to understand that the HOA does not have jurisdiction over the trail.

### **14. Estate Rules**

All Rules and Regulations must be consistently adhered to by both owners and tenants. It is the owner's responsibility to ensure that tenants are properly registered with the HOA and that they possess a copy of the Rules. In cases of tenant transgressions, the owner will be held responsible, and penalties will be imposed against the owner.

Every tenant is required to familiarize themselves with the Rules that apply to the Estate, and the prospective occupant must provide a written undertaking in favour of the association and the owner, confirming their commitment to abide by all the terms and conditions outlined in this memorandum and the rules. This undertaking (Appendix D) should be signed and submitted at the Status Mark office.

## 15. Conclusion

The Board has diligently considered the newly proposed procedure, recognizing that the implementation of this process will introduce certain changes that may be slightly inconvenient for some owners. However, it is crucial to emphasize that the adoption of this procedure and the associated rules for regulating letting is in the best interests of all homeowners. It is a measure taken to ensure compliance with the MOI, Conduct Rules, and Municipal By-Laws. These changes are also necessary to fulfill the Directors' fiduciary responsibility as outlined in the Companies Act.

The primary goal is to establish uniform rules and procedures, thereby enhancing the safety and security within the community. These measures are aimed at creating an environment where all residents can enjoy their living spaces while safeguarding their security and protecting the value of their investments from the potential impacts of unregulated letting. All of these efforts are within the framework of the MOI, the By-Laws, and other governing regulations.

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## **Addendum / Appendix**

Relevant Municipality by-law definitions & relevant information to this document and rules.  
(The entire By-Law on Zoning is available on the Municipality's website.)

### **MOSSEL BAY MUNICIPALITY ZONING SCHEME BY-LAW**

**Adopted by Resolution E250-09/2021 of the Municipal Council of Mossel Bay**

#### **Definitions**

**“bar in an entertainment room”** means an area for preparing beverages with a single prep bowl with cold water only, refrigerator and items normally associated with a bar, provided that no meal preparation or appliances for meal preparation is allowed such as a microwave or stove;

**“coffee station”** means an area for preparing hot beverages with a 1m<sup>2</sup> counterspace, a single prep bowl with cold water only, undercounter refrigerator, kettle, coffee machine and items normally associated with preparing hot beverages, excluding a microwave and stove;

**“dominant use”** means the predominant or major lawful use of a property, and may consist of primary uses, consent uses or other lawful uses permitted on the property;

**“dwelling unit”** means a self-contained, **inter-leading group of rooms—**

**(a) with not more than one kitchen, used for the living accommodation and housing of one family, together with such outbuildings as are ordinarily used with a dwelling unit; and**  
**(b) does not include tourist accommodation or accommodation used as part of a hotel;**

**“family”** means—

(a) one or more individuals occupying a dwelling who are related through marriage or common law, blood relationship, legal adoption, or legal guardianship and no more than 3 unrelated people; or

(b) a group of not more than 5 unrelated persons, including domestic workers or boarders;

**“group housing site”** means one or more land units on which a group housing scheme or retirement resort may be erected;

**“inter-leading”** means the interconnection of habitable rooms; specifically, through a door or passage which must be enclosed on both sides and covered with a solid roof, that leads into another room/s which forms part of the dwelling unit and interconnection through an outbuilding is not regarded as interleading;

**“kitchen”** means a room or part of a room **equipped for preparing and cooking meals** with items normally associated with a kitchen and excludes a braai room, separate coffee station and bar in an entertainment area and provided that –

**If a dispute arises whether a proposed or an already constructed room or part of a room as shown on a building plan constitutes a kitchen, the final interpretation of the definition vests with the Municipality;**

**“kitchenette”** means an area with a **counterspace (including cupboards) not larger than 2m<sup>2</sup>, equipped for mainly re-heating meals and preparing light meals,** with a small undercounter

refrigerator, a single prep bowl, microwave and kettle, provided that—

(a) **no oven or electrical connection for an oven is permitted;**

(b) kitchenettes may only be permitted in approved guest accommodation establishments excluding backpackers' lodge and bed and breakfast establishments;

(c) kitchenette may only be allowed in an outside bedroom as included with a dwelling house; and

(d) kitchenettes are not permitted in rooms which are let to lodgers in a dwelling house;

**“lodging”** means the provision of bedroom accommodation or, in the case of a backpackers' lodge, bed accommodation that is made available on payment of a charge or fee, and includes the services ordinarily related to such accommodation;

**“outbuilding”** means a structure, whether interconnected or not interconnected as well as attached or separate from the main building that is normally ancillary and subservient to the main building on a land unit, and includes a building designed to be used for the garaging of motor vehicles, storeroom, hobby room and any other normal activities in so far as these are usually and reasonably required in the connection with the main building, but does not include a second dwelling and does not include a carport.

**“parking bay”** means an area measuring not less than 5 metres x 2,5 metres with at least 7 metres manoeuvring space for perpendicular or angled parking and 6 metres x 2,5 metres for parallel parking that is clearly identified and demarcated for the parking of one motor vehicle and may be provided in the form of a garage or carport that is accessible for easy and safe vehicle movement and may include a self-service electrical charging point provided that the Municipality is of the opinion that the existing services infrastructure and capacity is adequate;

**“primary use”** in relation to property means any land use specified in this By-law as a primary use, being a use that is permitted within a zoning without the need to obtain the Municipality's approval;

**“public nuisance”** means any act, omission or condition that is offensive in the opinion of the Municipality, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of the public, or that adversely affects the safety of the public, having regard to the reasonableness of the activities in question in the area concerned, and the impacts that result from these activities;

**“bed and breakfast establishment”**

Land use description: “bed and breakfast establishment” means a dwelling house, second dwelling or additional dwelling unit—

(a) in which the owner of the dwelling supplies lodging and meals for compensation to transient guests who have permanent residence elsewhere;

(b) provided that the dominant use, structure and design of the dwelling house concerned remains for the living accommodation of a single family; and

(c) the **name of the establishment may vary and does not have to be advertised as a “bed and breakfast establishment” as long as the use of the property is in line with the land use description and development parameters for “bed and breakfast establishment”.**

Development parameters:

The development parameters applicable to “dwelling house”, “second dwelling” and “additional dwelling unit” apply.

The following further parameters apply:

(a) **no more than two rooms per land unit** may be used for bedroom accommodation for paying

- guests, and no more than four paying guests per land unit may be supplied with lodging or meals at any time;
- (b) the requirement in paragraph (a) is also applicable where a land unit contains both a bed and breakfast establishment and rooms that are available for letting to lodgers;
- (c) **the owner of a bed and breakfast establishment must live on the property** and inform the Municipality in writing before the establishment opens for business;
- (d) a register of guests must be kept, and completed when rooms are let; any new structure or alteration to the property related to its use as a “bed and breakfast establishment” must be compatible with the residential character of the area, particularly with regard to the streetscape or rural character on a farm, and must be capable of reverting to use as part of the dwelling house, second dwelling, additional dwelling unit or outbuilding concerned;
- (e) no more than three employees may be employed in activities related to the bed and breakfast establishment;
- (f) no alcoholic beverages may be served except to resident guests for consumption on the premises;
- (g) **guest rooms may not be converted to, or used as, separate self-catering dwelling units;**
- (h) meals may only be supplied to guests who have lodging on the property, employees, and the family residing in the dwelling;
- (i) in the absence of a Municipal policy or by-law on outdoor advertising and signage, no advertising sign may be displayed other than a single un-illuminated sign or notice not projecting over a public street and not exceeding 1 m<sup>2</sup> in area;
- (j) no weddings, receptions, conferences, training or similar activities are permitted in a bed and breakfast establishment;
- (k) no activities that constitute, or are likely to constitute, a source of public nuisance may be carried out; and
- (l) on-site parking must be provided in accordance with the provisions of this By-law; provided that the Municipality may at any stage require additional on-site parking if, in the opinion of the Municipality, the bed and breakfast establishment does not have enough parking.

## **ZONING SCHEME, USE ZONES AND USES**

### **Application of zoning scheme**

**2.** The zoning scheme applies to the entire municipal area.

### **Purpose of zoning scheme**

**3.** The purpose of the zoning scheme is to—

- (a) give effect to the municipal spatial development framework;
- (b) make provision for orderly development and the welfare of the community; and
- (c) determine use rights and development parameters, with due consideration of the principles referred to in the Land Use Planning Act.

### **Zoning scheme register**

**9.** The Municipality—

- (a) must record all departures, consent uses or other permissions granted and non-conforming uses in the register;
- (b) may keep the register from the date of commencement of the zoning scheme in an electronic format; and
- (c) must make the register available to members of the public for viewing.

### **Primary uses**

**10.** Primary uses of land permitted in each use zone, without the Municipality’s consent, are listed in the corresponding part of column 2 of the table set out in Schedule 1.

### **Consent uses**



11. Consent uses of land permitted in each use zone, with the Municipality's prior consent in terms of the Planning By-law, is listed in the corresponding part of column 3 of the table set out in Schedule

## LAND USE DESCRIPTIONS AND DEVELOPMENT PARAMETERS

### "dwelling house"

**Land use description:** "dwelling house" means a building containing only one dwelling unit, together with such outbuildings as are ordinarily used with a dwelling house, including:

(a) outside bedroom with or without an en-suite bathroom and with or without a kitchenette which is not interleading with the dwelling house and does not exceed 30m<sup>2</sup>;

(b) a braai room;

(c) a bar in an entertainment area;

(d) a coffee station;

(d) renewable energy structures for household purposes;

(e) home occupation;

(f) letting to lodgers;

(g) a bed and breakfast establishment; and

(h) home child care.

### **Development parameters:**

The development parameters applicable to "dwelling house", "second dwelling" and "additional dwelling unit" apply.

The following further parameters apply:

**(a) no more than two rooms per land unit** may be used for bedroom accommodation for paying guests, **and no more than four paying guests per land unit** may be supplied with lodging or meals at any time;

(b) the requirement in paragraph (a) is also applicable where a land unit contains both a bed and breakfast establishment and rooms that are available for letting to lodgers;

**(c) the owner of a bed and breakfast establishment must live on the property** and inform the Municipality in writing before the establishment opens for business;

(d) a register of guests must be kept, and completed when rooms are let; any new structure or alteration to the property related to its use as a "bed and breakfast establishment" must be

compatible with the residential character of the area, particularly with regard to the streetscape or rural character on a farm, and must be capable of reverting to use as part of the dwelling house, second dwelling, additional dwelling unit or outbuilding concerned;

(e) no more than three employees may be employed in activities related to the bed and breakfast establishment;

(f) no alcoholic beverages may be served except to resident guests for consumption on the premises;

(g) guest rooms may not be converted to, or used as, separate self-catering dwelling units;

(h) meals may only be supplied to guests who have lodging on the property, employees, and the family residing in the dwelling;

(i) in the absence of a Municipal policy or by-law on outdoor advertising and signage, no advertising sign may be displayed other than a single un-illuminated sign or notice not projecting over a public street and not exceeding 1 m<sup>2</sup> in area;

(j) no weddings, receptions, conferences, training or similar activities are permitted in a bed and breakfast establishment;

(k) no activities that constitute, or are likely to constitute, a source of public nuisance may be carried out; and

**(l) on-site parking must be provided** in accordance with the provisions of this By-law; provided

that the Municipality may at any stage require additional on-site parking if, in the opinion of the Municipality, the bed and breakfast establishment does not have enough parking.

**“group housing”**

**Land use description:** *“group housing”* and *“group housing scheme”* means a group of separate or linked dwelling units where<sup>2</sup>

(a) every dwelling unit has a ground floor;

(b) the units shall be cadastrally subdivided;

(c) the units are planned, designed and built as a harmonious architectural entity in an ordered way; and

(d) the units are integrated with communal private open spaces, private roads and parking.

(e) The establishment of a Home Owners Association in terms of Section 29 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, 2015 is compulsory

(f) No alienation of individual group housing sites will be allowed under Sectional Title

**(k) General**

(i) No Bed and Breakfast or Guesthouse is allowed in this zoning.

(ii) No second dwelling units allowed in this zoning.

(iii) The establishment of a Home Owners Association in terms of Section 29 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, 2015 is compulsory.

(iv) No alienation of individual group housing sites will be allowed under Sectional Title.

(v) The combined size of carports and any structures covered by shade cloth is restricted to 42m<sup>2</sup> per dwelling unit.

**“town housing”**

**Land use description:** *“town housing”* means a row or group of linked or attached dwelling units, planned, designed and built as a harmonious architectural entity where every dwelling unit has a ground floor and dwelling units may be cadastrally subdivided.

Development parameters:

The development parameters of “group housing” apply, provided that:

(a) Density

The maximum gross density on a town housing site is 60 dwelling units/hectare.

(b) Open space

The open space requirements for group housing do not apply to town housing.

(c) Coverage

The maximum coverage for all buildings on a land unit is 60%.

**ENFORCEMENT**

**Offences, penalties and enforcement of By-law**

19. (1) Subject to section 13, no person may erect any building or structure or any part thereof—

(a) except for a purpose permitted by this By-law and only in accordance with the applicable development parameters; or

(b) without first obtaining approval from the Municipality in terms of the Planning Bylaw.

(2) A use not reflected as a primary or consent use for a particular use zone is not permitted in the use zone concerned, unless approved in terms of the Planning By-Law.

(3) A person who contravenes this section and sections 21 to 50 is guilty of an offence and liable upon conviction to a fine or imprisonment not exceeding a period of 20 years or to both a fine and such imprisonment.

(4) A Municipality must enforce the zoning scheme through the measures for enforcement provided for in the Planning By-law.

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APPENDIX A



# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

Association incorporated under section 21 of the Companies Act 1973 (as amended)

P.O. Box 567 • MOSSEL BAY 6500 • Western Cape • South Africa • Tel: 044 691 3054 • Fax: 044 691 1520 E-Mail: status2@status-mark.co.za • Website: www.mosselbaygolfestate.co.za

Conduct rule 15.2 states: Should any owner let his property, he shall advise the HOA in writing that the property is to be leased. The Rules & Regulations shall form part of the lease pack and the Lessor shall bind the Lessee to adhere to such rules.

### MEMBER’S REGISTRATION TO LET OUT PROPERTY FOR LONGER THAN A MONTH.

I, \_\_\_\_\_ (owner) ID nr: \_\_\_\_\_

In case of a Business/CC/Trust: Registration nr. \_\_\_\_\_

Responsible person: \_\_\_\_\_

ID nr: \_\_\_\_\_

Tel nr: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

being the registered owner/responsible person of the property Erf \_\_\_\_\_, with street address \_\_\_\_\_ Mossel Bay Golf Estate, Mossel Bay,

hereby confirm and undertake as follows:

1. That I intend to enter into a lease agreement in respect of the above property from time to time.
2. That no services and or meals will be provided to the tenant(s) and or occupants by me, my agent, or by any third party on my behalf for profit, and that the lease of my property will not constitute a business (i.e. a bed and breakfast and/or a guest house facility) in contravention of the MOI. as amplified by the Rules, which I acknowledge is prohibited by the said MOI of the Mossel Bay Golf Estate.
3. That I shall provide each tenant with a copy of the Conduct Rules, Security and other Estate Rules, and that the tenant will sign for the receipt thereof. I understand that notwithstanding the above, I will be legally responsible for my tenant`s behaviour and / or non-compliance with the above rules during the continuation of the lease, and shall be responsible and liable for any fines imposed and or damages caused.
4. That I will pay a non-refundable registration fee for each financial year or on renewal of a lease agreement when the property is rented out for a period of more than a year.

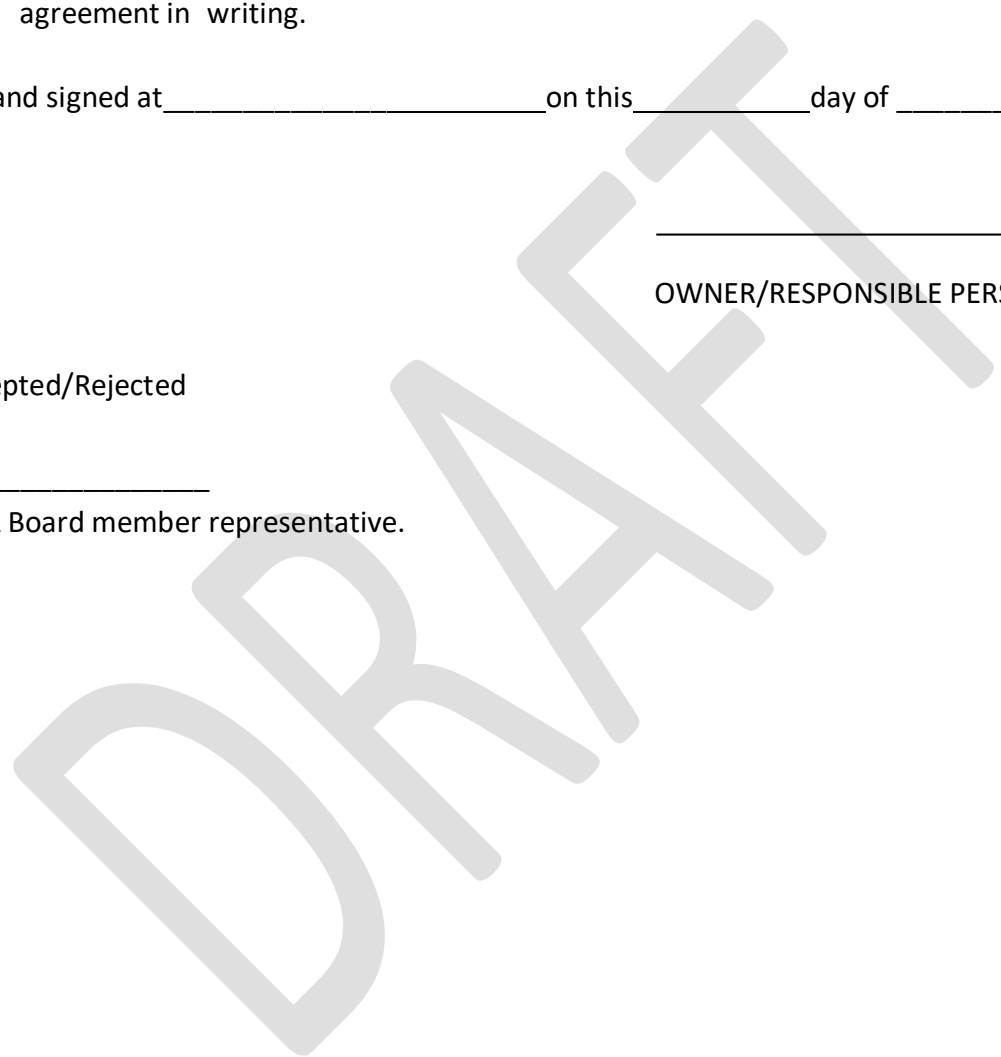
5. That I confirm that my property is compliant with the current rules of the Estate and Municipal by-laws for the purpose it is to be used for. In case of any transgression or non-compliance, my consent to let may be withdrawn.
6. That I understand that the approved registration is valid only for a maximum period of 12 months, and that the property has to be re-registered on or before the anniversary date. In the case where the lease agreement is for longer than 12 months, the registration will be valid for the duration of the agreement after which it has to be re-registered.
7. That I will notify the Managing Agent of the early termination or extension of the lease agreement in writing.

This done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
OWNER/RESPONSIBLE PERSON

Accepted/Rejected

\_\_\_\_\_  
HOA Board member representative.



APPENDIX B



# MOSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

Association incorporated under section 21 of the Companies Act 1973 (as amended)

P.O. Box 567 • MOSEL BAY 6500 • Western Cape • South Africa • Tel: 044 691 3054 • Fax: 044 691 1520 E-Mail: status2@status-mark.co.za • Website: www.mosselbaygolfestate.co.za

Conduct rule 15.2 states: Should any owner let his property, he shall advise the HOA in writing that the property is to be leased. The Rules & Regulations shall form part of the lease pack and the Lessor shall bind the Lessee to adhere to such rules.

### MEMBERS REGISTRATION TO LET OUT PROPERTY FOR LESS THAN A MONTH AT A TIME.

I, \_\_\_\_\_ (owner).ID nr: \_\_\_\_\_

In case of a Business/CC/Trust: Registration nr: \_\_\_\_\_

Responsible person: \_\_\_\_\_

ID nr: \_\_\_\_\_

Tel nr: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

being the registered owner/responsible person of the property Erf \_\_\_\_\_, with street address

\_\_\_\_\_ Mossel Bay Golf Estate, Mossel Bay, hereby confirm and

undertake as follows:

1. That I intend to, on a self-catering basis,
  - a) rent the property out as a complete house/unit
  - b) provide accommodation only to transient guests whilst living in the house.

(Choice marked with an X)

2. That no services and or meals will be provided to the tenant(s) and or occupants by me, my agent, or by any third party on my behalf for profit, and that the lease of my property will not constitute a business (i.e. a bed and breakfast and/or a guest house facility) in contravention of the MOI as amplified by the Rules, which I acknowledge is prohibited by the said MOI of the Mossel Bay Golf Estate.

3. That I shall provide each tenant with a copy of the Conduct Rules, Security and other Estate Rules, and that the tenant will sign for the receipt thereof. I understand that notwithstanding the above, I will be legally responsible for my tenant's behaviour and / or non-compliance with the above rules during the continuation of the lease, and shall be responsible and liable for any fines imposed and or damages caused.
4. That I will pay a non- refundable registration fee payable for each financial year.
5. That I accept and agree that while the lease period is active, a guest/tenant registration fee is payable for every new registration.
6. That I confirm that my property is compliant with the current rules of the Estate and Municipal by-laws for the purpose it is to be used for. In case of any transgression or non-compliance, my consent to let may be withdrawn.
7. I understand that the approved registration is only valid for a max period of 12 months, and that the property has to be re-registered on or before the anniversary date.
8. I will notify the Managing Agent of the early termination or extension of the lease agreement in writing.

This done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
OWNER/RESPONSIBLE PERSON

Accepted/Rejected

\_\_\_\_\_  
HOA BOARD REPRESENTATIVE

**APPENDIX C**

**Registration information required for Letting**

**Purpose:**

In order to update the rental database and confirm compliance to the Municipal by-laws, MOI and Rules, the information below is required from owners, registered to do letting.

<b>Owner:</b>				<b>Responsible Person:</b>			
<b>Contact detail: Mobile:</b>				<b>Contact detail: Mobile nr:</b>			
<b>E-mail:</b>				<b>E-Mail:</b>			
<b>ERF nr:</b>							
<b>Street address:</b>							
<b>Period of registration.</b>		<b>From</b>	<b>To</b>	<b>Total period</b>			
<b>Duration of Letting</b>		<b>Less than 30 days</b>	<b>More than 30 days</b>				
<b>1)Type of residency:</b>		<b>Indicate answer with X</b>		<b>Answer /information if not Yes or No</b>			
		<b>YES</b>	<b>NO</b>				
Single residential dwelling house							
Dwelling house & second dwelling							
Group housing							
Town housing eg. Oporto & La Vincente							
<b>2)Occupancy</b>							
Are you or anyone else living in the house while providing paid accomodation?							
<b>3)Form of accomodation provided:</b>							
Self-catering							
Lodging only							
Bed & breakfast							
<b>4)Type of accomodation available:</b>							
Complete unit or house							
Flatlet							
Rooms only							
<b>5)Facilities available:</b>							
Kitchen (how many?)							
Kitchenette							
Coffee station							
<b>6)Accomodation capacity</b>							
How many rooms							
How many people per room							
Max number of guests allowed							
Are the rooms interleading to the house							
<b>7)Parking available</b>							
How many parking bays are available							
How many parking bays available for guests							
<b>8)Other info:</b>							
Have you ever applied for consent use with the Municipality?							
Are the house plans on record at the Municipality up to date?							
<b>9)In addition, please provide:</b>							
<b>a Marked up copy of an most recent &amp; approved house plan showing:</b>							
a) Rooms or area to be rented out							
b) Area available for guest use eg. lounge, dining & bar area							
c) Parking bays							
<b>Evaluation:</b>				<b>Notes</b>			
Approved:							
Signature:				Date:			



## Appendix D

### **MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC**

#### **TENANT UNDERTAKING & INFORMATION**

In terms of the MOI art 7.8 it is a requirement that the proposed occupier has undertaken in writing in favour of the HOA & the property owner that he/she shall be bound by all terms and conditions of the MOI and rules for letting to take place.

#### **1 PROPERTY:**

1.1 STREET ADDRESS: \_\_\_\_\_

1.2 ERF NR: \_\_\_\_\_

1.3 RENTAL PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

1.4 DATE OF OCCUPATION: \_\_\_\_\_

#### **2 OWNER/RESPONSIBLE PERSON (in case of a Business/CC/Trust):**

2.1 NAME/S: \_\_\_\_\_

2.2 ID NUMBER/S: \_\_\_\_\_

2.3 EMAIL ADDRESS: \_\_\_\_\_

2.4 CONTACT NUMBER: \_\_\_\_\_

#### **TENANT INFORMATION:**

#### **3 TENANT:**

3.1 NAME: \_\_\_\_\_

3.2 ID NUMBER: \_\_\_\_\_

3.3 EMAIL ADDRESS: \_\_\_\_\_

3.4 CONTACT NUMBER/S: \_\_\_\_\_

3.5 RESIDENT'S INFORMATION (Name, ID numbers & contact nrs)

3.5.1 \_\_\_\_\_

3.5.2 \_\_\_\_\_

3.5.3 \_\_\_\_\_

3.5.4 \_\_\_\_\_

3.5.5 \_\_\_\_\_

3.6 VEHICLE/S: 1) MAKE \_\_\_\_\_ REG NR \_\_\_\_\_ COLOUR \_\_\_\_\_  
2) MAKE \_\_\_\_\_ REG NR \_\_\_\_\_ COLOUR \_\_\_\_\_

I, \_\_\_\_\_ (tenant) hereby confirm that I have been informed of the following:

- 4.1 All rental agreements are subject to the consent of the HOA.
- 4.2 Renewal of rental agreements is subject to prior consent being obtained from the HOA on application. Such consent would not be withheld unreasonably.
- 4.3 Rental residents with valid lease/rental agreements will be afforded convenient access (currently Cell to Gate) into the Estate when all requirements are met. For purposes thereof a copy of each person's ID document who will reside at the property will be required.
- 4.4 I hereby give permission that my information as indicated on this form may only be used for the purpose of registration as tenant and access to the Estate.
- 4.5 It is the responsibility of the owner to ensure that tenants are registered at the HOA and is in possession of a copy of the Estate's Rules. I confirm having received said documents.
- 4.6 No sub-letting will be allowed.
- 4.7 All residents of rental properties will be subject to the Municipal Bylaws as well as the Memorandum of Incorporation and the Rules of the Estate. I undertake to ensure no member of my household will contravene or permit the contravention of the above or any other legislation.
- 4.8 The property so leased will only be used for residential purposes. No business activities will be allowed.
- 4.9 All tenants shall sign for a full set of documents consisting of the conduct rules and any other rule of the Association and will ensure that they understand the content thereof. Children must comply with the rules as well, and parents will be held liable and/or responsible for the conduct, actions and omissions of their children.
- 4.10 All rental residents acknowledge that the HOA has the right to amend its Memorandum of Incorporation and Rules from time to time without notification to them. It is the responsibility of all rental residents to ensure that they are aware of the latest rules.
- 4.11 To allow for fair housing and to prevent overcrowding, the number of persons per bedroom will be limited to two.
- 4.12 The HOA reserves the right to exercise its rights and/or obligations at any time if a breach of the Memorandum of Incorporation, Rules or any legislation occurs and the HOA deems it necessary to do so.

I as tenant undertake to adhere to the above.

TENANT \_\_\_\_\_

OWNER \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

PLACE \_\_\_\_\_

DRAFT

# Appendix E



## MOSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

Association incorporated under section 21 of the Companies Act 1973 (as amended)

P.O. Box 567 • MOSEL BAY 6500 • Western Cape • South Africa • Tel: 044 691 3054 • Fax: 044 691 1520  
E-Mail: status2@status-mark.co.za • Website: www.mossebayergolfestate.co.za

*Current doc in use to cover Art 7.8 of the MOI where the owner must get an undertaking from the proposed occupier that would bound him/her to all Rules & regulations.*

### LETTING OF PROPERTY MOSEL BAY GOLF ESTATE

OWNER: \_\_\_\_\_

ERF NUMBER: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

OCCUPIER: \_\_\_\_\_

#### THE PARTIES AGREE AS FOLLOWS:

1. The OCCUPIER acknowledges having full knowledge of and receipt of copies of the Home Owners' Association's Conduct & House Rules and the Articles of Association, and agrees to be bound thereto and to conform therewith.

DATED at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**OWNER**

DATED AT \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**OCCUPIER**

## Appendix F



# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

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*Current document in use to cover Conduct rule 15.2 where the owner shall advise the HOA in writing that the property is to be leased. The Rules and Regulations shall form part of the lease pack and the lessor shall bind the lessee to adhere to such rules.*

### MEMBERS CONSENT

I, \_\_\_\_\_,

(ID No \_\_\_\_\_)

Being the registered owner of the property Erf \_\_\_\_\_, Mossel Bay Golf Estate, Mossel Bay hereby confirm and undertake as follows:

1. I intend to enter into a lease agreement in respect of the above property from time to time.
2. That no services and or meals will be provided to the tenant(s) and or occupants by me, my agent, or by any third party on my behalf for profit, and that the lease of my property will not constitute a business ( i.e a bed and breakfast and/or a guest house facility) in contravention of the Constitution as amplified by the Rules, which I acknowledge is prohibited by the said constitution of the MBGE. (only long and short term leases including self-catering is allowed).
3. I shall provide each tenant with a copy of the HOA Constitution, Conduct Rules and the House Rules, and understand that notwithstanding the above I will be legally responsible for my tenant`s behaviour and / or non-compliance with the above rules during the subsistence of the lease, and shall be responsible and liable for any unpaid fines imposed and or damages caused and not recovered from the tenant.
4. I will pay a non-interest bearing refundable deposit in the amount of R1500.00 for the duration of each lease period, which deposit will be reimbursed on termination thereof and all fines, damages etc. in respect of and caused by the tenant has been recovered.

5. An amount of R20.00 is payable per cell phone to be connected to the security system for the tenant.
6. I will notify the Managing Agent of the early termination or extension of the lease agreement in writing.

This done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

OWNER

## RESOLUTION 11

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting: 9 November 2023

Ordinary Resolution (60%+1 votes of approval): SECURITY : ACCESS SYSTEMS

### **Background:**

Security at the entrances of the Estate is of paramount importance, particularly in terms of who gains access and the method of entrance regulation. To stay updated with ongoing developments in this area, a comprehensive study was conducted, researching various systems. It's worth noting that implementing any new system will entail additional capital and operational expenses.

### **Current situation:**

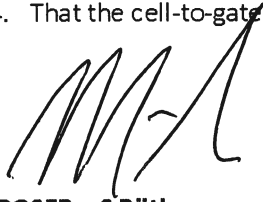
The existing system relies on obtaining entry through a phone call from an authorized cell phone. This system is outdated and, in certain aspects, ineffective, necessitating its replacement with an upgraded system. One of the most common issues arises from unstable cell phone networks, especially during higher load shedding phases. Moreover, there are frequent incidents where individuals inadvertently call the wrong number, leading to the unintended opening of a different gate.

### **Proposed:**

That during Phase 1 of the upgrade process, the current cell-to-gate system will be replaced with a new system, as soon as practically possible. With the new system, owners will utilize a dedicated application to generate access codes for their guests. Additionally, this application will facilitate direct Bluetooth communication, allowing for the convenient and direct opening of a nearby gate without the need to make a call. Installed overhead camera scanners at the gates and strategic locations within the Estate, along with handheld scanners will form part of this proposed first phase.

1. The Board therefore requests approval for a capital amount of R400 000 for Phase 1 of the Estate's entrance control system upgrade.
2. That the monthly costs for two applications per property will be included in the monthly levy.
3. That any extra applications that are requested and approved will incur additional once-off and/or monthly charges, which will be debited to the member's account.

4. That the cell-to-gate system will be phased out as expeditiously as possible.



**PROPOSER:** S Röth

**Date:**

**SECONDED:** P Venter

**Date:**







# MOSSEL BAY GOLF ESTATE HOME OWNERS ASSOCIATION NPC

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## AANHANGSEL TOT RESOLUSIE 11

### OPGRADERING VAN TOEGANGSBEHEER TOT DIE LANDGOED

Ons wil graag met hierdie lywige skrywe belangrike inligting aangaande die voorgestelde opgradering en veranderings aan die bestaande metodes vir toegangsbeheer tot die landgoed met u deel. Ons doen 'n beroep op u om die inligtingstuk noukeurig te lees.

Indien u plaaslike nuusgebeure op 'n gereelde basis volg, sal u weet dat misdaad, ook ernstige misdaad soos gewapende roof en moord, ongelukkig ook in ons eens rustige kUSDorp toeneem. Ons wil u dus verseker dat hierdie voorgestelde opgradering uitsluitlik ten doel het om ernstige tekortkominge in die huidige sisteem aan te spreek en derhalwe die veiligheid van u en u eiendom na die beste van ons vermoë te bestuur.

#### *Waarom moet die huidige sisteem verander?*

Na deeglike ondersoek word aanbeveel dat die bestaande verouderde toegangsisteem so spoedig moontlik opgradeer word. Ons ondersoek het aan die lig gebring dat daar toenemend afgesien word van die gebruik van selfoonoproep om hekke oop te maak. Die bestaande stelsel steun op die verkryging van toegang deur middel van 'n e-skyfie of 'n telefoonoproep vanaf 'n gemagtigde selfoon. Ons beoog om die e-skyfies voorlopig te behou, maar geen nuwe e-skyfies uit te reik nie. Die telefoonoproepstelsel is egter verouderd en, in sekere gevalle, ondoeltreffend, wat die noodsaaklikheid van 'n opgedateerde stelsel tot gevolg het. Een van die mees algemene probleme ontstaan as gevolg van onstabiele selfoonnetwerke, veral gedurende tydperke van hoër beurtkragfases. Daar is ook gereelde voorvalle waar individue per ongeluk die verkeerde nommer bel, wat lei tot die onbedoelde oopmaak van 'n ander hek.

#### *Hoe lyk die pad vorentoe?*

Nuwe sisteme prioritiseer veiligheid en bied gebruikersvriendelike toegang vir die verskillende groepe wat dit gebruik.

Soos voorheen vermeld, sal die e-skyfie waarmee toegang verkry word, voorlopig behou word, maar geen nuwe e-skyfies sal uitgereik word nie.

Die eerste fase van die nuwe stelsel wat aanbeveel word, sal gebruik maak van kameras wat by die hekke geïnstalleer word en wat dan deur middel van nommerplaatskandering die in- en uitgang van goedgekeurde motors moontlik maak.

‘n Tweede opsie bestaan uit ‘n toepassing, of soos ons dit deesdae ken, ‘n “app,” wat die gebruiker op sy selfoon aflaai. Die toepassing word gebruik om ‘n hek wat binne reikwydte is, oop te maak deur ‘n Bluetooth konneksie te gebruik en nie ‘n selfoonnetwerk nie.

*Hieronder volg ‘n verduideliking van die verskillende kategorieë vir toegangsbeheer wat vir die onderskeie groepe voorgestel word:*

## **1) TOEGANGSBEHEER VIR EIENAARS EN HUISHOUDINGS**

Eienaars sal bygestaan word om hulle motors op die stelsel te registreer. Daarna, sal beweging deur die hekke plaasvind met die skandering van die goedgekeurde nommerplate.

Eienaars sal ook met behulp van ‘n toepassing met goedgekeurde funksies deur ‘n “Bluetooth-konneksie” ‘n nabye hek kan oopmaak. Geregistreerde ID’s en/of motorlisensies sal ook deur die wag skandeer kan word om toegang te verleen.

Twee fone per huishouding, waarvan die koste ingesluit is in die maandelikse heffing, sal goedgekeurde funksies op die toepassing kry wat gebruik kan word om aan besoekers toegang te verleen. In uitsonderlike gevalle kan meer as twee fone geregistreer word teen ‘n addisionele koste. Die eienaar kan wel aansoek doen om addisionele selfone in een huishouding te laat registreer vir eie gebruik van die toepassing sonder ander funksies, teen ‘n laer addisionele koste as die vorige. Daardie gebruiker se motor kan dan ook, soos hierbo uiteengesit, die sisteem gebruik. Die gebruik van die afgelaaide en goedgekeurde toepassings waarvoor die eienaar toestemming gegee het, sal steeds die verantwoordelikheid van die betrokke huiseienaar bly.

## **2) TOEGANGSBEHEER VIR BESOEKERS**

Geregistreerde huisbewoners sal deur middel van hulle toepassing toegang kan verleen aan hulle besoekers. Die inligting van die besoeker word met behulp van die toepassing aanlyn voltooi en ingestuur. Hiervoor word gewone data gebruik, wat meer stabiel is as oproepe. Die sisteem genereer dan 'n kode op die betrokke toepassing, wat vir 'n beperkte tyd of aantal bewegings deur die hekke geldig sal wees. Die kode kan deur die aansoeker aan die besoeker gestuur word. Met eerste aankoms van die besoeker by die hek, verskaf hy die kode. Ná verifikasie asook skandering van die voertuig se nommerplaat, voertuiglisensieskyfie en bestuurslisensie van die voertuigbestuurder, vind toelating plaas. Deurgang sal dan vir 'n beperkte tyd met skandering van die motor se nommerplaat by enige van die twee hekposisies geskied. Die eienaar van die eiendom bly verantwoordelik vir die gedrag van die persone wat met die kode toegang tot die Landgoed kry.

## **3) TOEGANGSBEHEER VIR ONAFHANKLIKE HUIS- EN TUINWERKERS**

Onafhanklike goedgekeurde tuin- en huiswerkers sal deurgang by Schoemanstraat en Kerkstraat kan kry met die skandering van hulle ID dokumente. Dit kan geskied met of sonder die teenwoordigheid van die werkgewer in die Landgoed. Die huidige goedgekeurde identifikasiekaart met foto's en ander inligting wat deur die Landgoed uitgereik word, sal steeds vertoon moet word.

## **4) TOEGANGSBEHEER VIR KONTRAKTEURS**

Goedgekeurde kontrakteurs sal met behulp van 'n skandeerder deurgelaat word by die Kerkstraathek. Die bestuurslisensie van die bestuurder, ID en nommerplaat van 'n voertuig sal vir hierdie doel gebruik word. Goedgekeurde werkers van die kontrakteur sal met hulle SA ID kaarte (of strepieskodekaarte wat vir dié doel gedruk kan word) via die draaihek kan beweeg. Die huidige identifikasiekaart met foto's en ander relevante inligting soos voorsien deur die Landgoed, sal steeds vertoon moet word.

## **5) TOEGANGSBEHEER VIR EENDAGKONTRAKTEURS**

Eendag-kontrakteurs is persone wat van tyd tot tyd u eiendom besoek om herstelwerk aan bv. elektriese- en elektroniese toerusting te doen, lekkende krane te herstel, ens. Hierdie tipe kontrakteurs kan na 'n spesifieke eiendom toegelaat word soos hierbo omskryf word vir besoekers. 'n Beperking van vyf toegange per kalenderjaar word op hierdie kontrakteurs geplaas. Daarna moet die kontrakteurs deur die normale huidige registrasieproses wat in werking is, toegang verkry.

## **ALGEMEEN**

Neem asseblief kennis van die volgende:

- Die registrasie op die nuwe stelsel van alle voertuie wat deurgange gebruik, moet jaarliks hernu word. Die hernuwingsdatum stem ooreen met die vervaldatum van die voertuig se lisensieskyfie. Die tydperk van geldigheid vir die eerste jaar sal dus wissel tussen 1 en 12 maande, afhangende van wanneer u voertuig se lisensie hernu moet word.
- Spoed- en moniteringskamas sal as deel van die stelsel geïnstalleer word. Met die voorgestelde nuwe sisteem sal die eienaar wat sy toepassing gebruik het om 'n voertuig toe te laat, verantwoordelik gehou word vir daardie voertuig se beweging en spoed.
- Die toepassing sal ook gebruik kan word om belangrike inligting rakende die Landgoed aan almal wat geregistreer is oor te dra.
- Dit sal verpligtend wees vir eienaars om na die nuwe stelsel oor te skakel, aangesien die huidige verouderde tegnologie stelselmatig uitfaseer sal word. Meer inligting in hierdie verband sal mettertyd deur die Direksie deurgegee word.
- Aanvanklike oriëntering vir huiseienaars om die toepassing te gebruik en die eienaar se motors te registreer, sal gereël word vir 'n beperkte tyd.

*Om op te som...*

Die eerste fase sal slegs die gebruik van die toepassing behels. Daaropvolgende fases wat oorweeg word, sal ander metodes van identifikasie gebruik, soos gesigsherkenning, vingerafdrukke, en palm-en handskandering. Daar sal later begroot word vir hierdie fases.

### **FINANSIERING van Fase 1:**

#### **KAPITAALFONDSE BENODIG:**

Eerste jaar: R400 000.00

## **BEDRYFSFONDSE**

- 1) Verskeie handskandeerders sal gehuur word.
- 2) Die twee toepassings per huishouding se installasiekoste en ander maandelikse gebruikskostes sal uit die bestaande goedgekeurde bedryfsbegroting gefinansier kan word.
- 3) Die lopende koste vir meer as twee toepassings per huishouding, indien versoek deur eienaar en goedgekeur, sal maandeliks addisioneel deur die eienaar betaal word.
- 4) Die installasiekoste vir meer as twee toepassings per huishouding, indien versoek en goedgekeur, sal 'n addisionele koste vir die eienaar inhou.



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## ANNEXURE TO RESOLUTION 11

### UPGRADE OF ESTATE ACCESS CONTROL

We would like to share important information regarding the proposed upgrade and changes to the existing methods of estate access control with you in this comprehensive letter. We appeal to you to read the information piece carefully.

If you follow local news events on a regular basis, you will be aware that crime, including serious crimes such as armed robbery and murder, unfortunately, is on the rise in our once peaceful coastal town. Therefore, we want to assure you that this proposed upgrade aims solely to address serious shortcomings in the current system, so that we can manage the security of you and your property to the best of our ability.

### Why should the current system change?

After thorough investigation, it is recommended that the existing outdated access system be upgraded as soon as possible. Our research has revealed that there is an increasing reluctance to use mobile phone calls to open gates. The current system relies on gaining access through an e-tag or a phone call from an authorized cellphone. We intend to retain the e-tags temporarily but will not issue new e-tags. However, the phone call system is outdated and, in certain cases, ineffective, necessitating the need for an updated system. One of the most common problems arises due to unstable cellphone networks, especially during periods of higher loadshedding. There are also regular incidents where individuals accidentally dial the wrong number, resulting in the unintended opening of another gate.

### What does the way forward look like?

New systems prioritize security and offer user-friendly access for the various groups that use it. As mentioned above, the e-tags used for access will be retained temporarily, but no new e-tags will be issued.

The first phase of the recommended new system will utilize cameras installed at the gates, which will enable the in-and-out movement of approved vehicles through number plate recognition.

A second option consists of an application, or as we know it nowadays, an "app," downloaded by the user on their mobile phone. The application will be used to open a gate within range by using a Bluetooth connection and not a cellular phone network.

Below is an explanation of the different categories for access control proposed for the respective groups:

#### **1) ACCESS CONTROL FOR OWNERS AND HOUSEHOLDS**

Owners will be assisted in registering their vehicles on the system. Subsequently, access through the gates will occur with the scanning of approved number plates.

Owners will also be able to open a nearby gate using an application with approved functions through a Bluetooth connection. Registered IDs and/or driver's licenses can also be scanned by the guard to grant access.

Two phones per household, the cost of which is included in the monthly levy, will have approved functions on the application for granting access to visitors. In exceptional cases, more than two phones can be registered at an additional cost. The owner can also request to register additional phones in one household for personal use of the application without other functions at a lower additional cost. That user's vehicle can then, as outlined above, use the system. The use of downloaded and approved applications for which the owner has given permission will remain the responsibility of the respective homeowner.

## **2) ACCESS CONTROL FOR VISITORS**

Registered residents will be able to grant access to their visitors using their application. The visitor's information will be completed and submitted online using the application, which uses regular data that is more stable than calls. The system will then generate a code on the relevant application, which will be valid for a limited time or number of entries through the gates. The code can be provided to the visitor. Upon the visitor's arrival at the gate, they provide the code. After verification as well as scanning of the vehicle's number plate, vehicle license disk, and driver's license of the vehicle's driver, admission will be granted. Passage will then occur for a limited time with scanning of the vehicle's number plate at any of the two gate positions. The property owner is responsible for the behaviour of individuals granted access to the Estate with the code.

## **3) ACCESS CONTROL FOR INDEPENDENT HOUSE AND GARDEN WORKERS**

Independent approved garden and house workers will be able to gain access through Schoeman Street and Church Street by scanning their ID documents, with or without the presence of the employer on the Estate. The current approved identification cards with photos and other information issued by the Estate must still be presented.

## **4) ACCESS CONTROL FOR CONTRACTORS**

Approved contractors will be allowed entry using a scanner at the Church Street gate. The driver's license of the driver, ID, and vehicle number plate will be used for this purpose. Approved workers of the contractor will be able to move through the turnstile with their SA ID cards (or barcode cards that can be printed for this purpose.) The current identification cards with photos and other relevant information provided by the Estate must still be presented.

## **5) ACCESS CONTROL FOR ONE-DAY CONTRACTORS**

One-day contractors are individuals who visit your property from time to time to carry out repair work on, for example, electrical and electronic equipment, fix leaking faucets, etc. These types of contractors can be granted access to a specific property as described above for visitors. A limit of five entries per calendar year will be imposed on these contractors. After that, contractors must gain access through the normal current registration process that is in place.

## **GENERAL**

Please take note of the following:

- Registration on the new system of all vehicles using gateways must be renewed annually. The renewal date coincides with the expiration date of the vehicle's license disk. The period of validity for the first year will, therefore, vary between 1 and 12 months, depending on when your vehicle's license must be renewed.

- Speed and monitoring cameras will be installed as part of the system. With the proposed new system, the owner who used their application to allow a vehicle will be held responsible for that vehicle's movement and speed.
- The application will also be used to convey important information about the Estate to all registered individuals.
- It will be mandatory for owners to switch to the new system, as the current outdated technology will be phased out systematically. More information on this matter will be communicated by the Board in due course.
- Initial orientation for homeowners to use the application and register their vehicles will be arranged for a limited time.

### **In summary...**

The first phase will only involve the use of the application. Subsequent phases being considered will use other methods of identification, such as facial recognition, fingerprints, and palm and hand scanning. Budgeting for these phases will be done later.

### **FINANCING of Phase 1:**

**CAPITAL FUNDS REQUIRED:**

First year: R400,000.00

### **OPERATING FUNDS**

1. Several hand scanners will be acquired on a rental basis.
2. The installation costs of the two applications per household and other monthly usage costs can be financed from the existing approved operating budget.
3. The ongoing costs for more than two applications per household, if requested by the owner and approved, will be paid monthly by the owner as an additional cost.
4. The installation costs for more than two applications per household, if requested and approved, will entail an additional cost for the owner.



## **SPECIAL RESOLUTION 1**

Mossel Bay Golf Estate Home Owners Association NPC : Annual General Meeting (AGM):

9 NOVEMBER 2023

Special Resolution (>75% majority voting rights exercised at an AGM): It is proposed that Article 11.5 of the HOA MOI be amended to exclude it from the provisions of article 31.

Article 31 be amended to provide that it relates to expenditure incurred other than in the ordinary and normal course of the Association's business.

The amount of R150 000 referred to in article 31.2 be increased to R300 000 and reviewed every 3-years to make provision for the effect of inflation.

### **Background**

1. During the HOA AGM held on 20 December 2019 the interpretation of Article 31 of the MOI was discussed.
2. In a legal opinion dated 3 February 2020 obtained by the HOA, Prof W W van Breda, Raubenheimer Attorneys, advised as follows with regard to the interpretation of Article 31.
3. "According to the documentation on file with us, the Articles of Association of the Company dated 30th March 2007 already contains the article 31 referred to in your letter under reply. We unfortunately do not have any particulars that can shed light on the origin of article 31. Our advice is therefore based on an interpretation of the relevant provisions contained in the memorandum of incorporation of the Company as it is.
4. Article 31 must be read with articles 4.1.8, 4.3 and 11.5.
5. Article 4.1.8 empowers the Association to enter into agreements with suppliers of services in connection with the development. The clause is unqualified.
6. Although article 4.3 provides that "the powers of the Company are not subject to restriction, limitation or qualification", this article must be read with article 31.
7. Article 11.5 clearly sets out the provisions relating to the budget of the Company and the approval thereof. It also clearly specifies the items to be provided for in terms of the budget. This article contains no reference to article 31 and is not made subject to the provisions of article 31.
8. The restriction referred to in article 31 does not specify whether or not it relates to capital expenditure or operational expenditure. It can therefore not be said that article 31 pertains only to capital expenditure. However, this is not the end of the enquiry. Article 31 is clearly meant to introduce a restriction which is not covered by any of articles 4.1.8, 4.3 and 11.5 (with reference in particular to article 11.5).

9. Should article 31 be interpreted to apply to expenses incurred or to be incurred by the Association in the ordinary and normal course of business, it would make nonsense of the entire budget process. For example, if the salary of any manager is in excess of R150 000-00 per annum (i.e. R12 500-00 / month) it would imply that the services agreement of such manager will be subject to compliance with article 31. The same applies to security services, ordinary maintenance services, etc. Taking into account the very specific arrangements set out in article 31 (entirely removed from article 11.5) it is clear that it cannot be interpreted to apply to each and every agreement involving an amount of R12 500-00 / month. The only plausible interpretation is that article 31 relates to expenditure other than that incurred in the ordinary and normal course of the Association's business.
10. We therefore advise that article 31 is not restricted to capital expenditure but also applies to operational expenditure. The qualification, however, is that it does not relate to expenditure incurred in the ordinary and normal course of the business of the Association – in particular not to operational expenditure so incurred or to be incurred.
11. In order to avoid any uncertainty as regards the interpretation of article 31, it may be advisable to amend article 11.5 to clearly exclude it from the provisions of article 31 and to amend article 31 to clearly provide that it relates to expenditure incurred other than in the ordinary and normal course of the Association's business. It may even be questioned whether article 31 serves any purpose because the annual budget is in any event subject to the approval by members in general meeting – which implies approval of all expenditure.

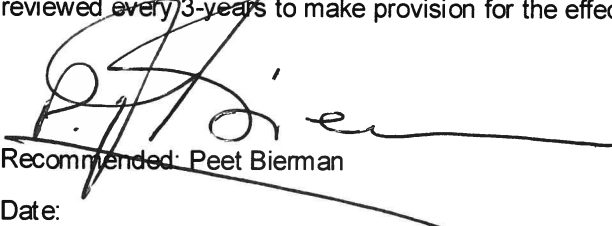
#### **Recommendation**

Noting the advice by prof Van Breda it is recommended that Article 11.5 of the HOA MOI be amended to exclude it from the provisions of article 31.

Article 31 be amended to provide that it relates to expenditure incurred other than in the ordinary and normal course of the Association's business.

It should be noted that since the inception of article 31 on 30 March 2007 inflation has been **yearly** adjusted by +- 5%, proposed increase from R150 000 to R300 000 is much less than the yearly inflation increase of 5% since 2007.

The amount of R150 000 referred to in article 31.2 initially be increased to R300 000 and reviewed ~~every 3-years~~ to make provision for the effect of inflation.

  
Recommended: Peet Bierman

Date:

  
Seconded: Nick Van Noordwyk

Date:

## SPECIAL RESOLUTION 2

Mossel Bay Golf Estate Home Owners Association NPC: Annual General Meeting

9 November 2023

Special Resolution (>75% majority voting rights exercised at an AGM): Amendment of the Memorandum of Incorporation

### Background

The company is incorporated as a non-profit company, as defined in the Act.

The company is further incorporated in accordance with, and governed by the unalterable provisions of the Act that are applicable to non-profit companies and the alterable provisions of the Act that are applicable to non-profit companies, subject to any limitation, extension, variation or substitution set out in this memorandum.

Section 15 of the Act is an unalterable provision and therefore directors cannot make decisions in contravention of this section.

The proposal is to remove the reference to Section 15 of the Act, in order to avoid confusion in future.


### Comparison of amendments to the MOI:

Current Article	New Proposed Article
Def of Rules: such reasonable rules that the directors and/or the association may make from time to time in terms of the provisions of this memorandum, but for the avoidance of doubt it is provided that such rules shall not be regarded as rules relating to the governance of the company as contemplated in section 15(3) of the Act.	Def of Rules: such reasonable rules that the directors and/or the association may make from time to time in terms of the provisions of this memorandum.
5.2 The authority of the company's board of directors to make rules for the company, as contemplated in section 15(3) is limited and restricted to the extent set out in article 13.	5.2 to be scrapped in its entirety.
13.10 The association may in a general meeting itself make any rules which the directors may make and may in a general meeting vary or	13.10 The association may in a general meeting itself make any rules which the directors may make and may in a general meeting vary or

modify any rules made by it or by the directors from time to time, but for the avoidance of doubt it is provided that such rules shall not be regarded as rules relating to the governance of the company as contemplated in section 15(3) of the Act.	modify any rules made by it or by the directors from time to time.
--	--

**Recommendation**

That the amendments to alter the MOI be approved.

  
Proposed: Piet Ackerman  
Date:

  
Seconded: Nick Van Noordwyk  
Date: