

Skippers Cove

Homeowners'
Association



09 February 2015

The Town and Spatial Planning Department
Saldanha Bay Municipality
Private Bag X12
Vredenburg
7380

Att: Lindsey Gaffley

New Constitution

We hereby submit our amended constitution, as approved on the AGM of 14 June 2014, for approval.

The amendments are in red of the new constitution. The old and new constitutions are attached.

Sincerely

A handwritten signature in black ink, appearing to be 'H Bosman'.

H Bosman
Chairperson

The Skippers Cove Home Owners Association
P/A Aida West Coast, Shop 38, IPIC Centre, Vredenburg, 7380
Tel 022 715 1174
Chairperson : 082 563 4402



CONSTITUTION OF SKIPPER'S COVE HOME OWNER'S ASSOCIATION

1. NAME

The name of the association is SKIPPER'S COVE HOME OWNER'S ASSOCIATION, which is an Association established in terms of Section 29 of the Land Use Planning Ordinance 1985.

2. DEFINITION

In the constitution, unless the context indicates the contrary:

- 2.1 The "Association" shall mean SKIPPER'S COVE HOME OWNER'S ASSOCIATION.
- 2.2 "Common area" shall mean ERF 13643 SALDANHA, in the Municipality of Saldanha Bay, Division Malmesbury, Western Cape Province or any part thereof together with any improvements or cultivating thereon.
- 2.3 The "Constitution" shall mean this document after its approval by Saldanha Bay Municipality.
- 2.4 The "Developer" shall mean the registered owner of ERF 13643 SALDANHA.
- 2.5 "Erven" means the residential erven arising from the subdivision of ERF 13643 SALDANHA.
- 2.6 The "Township Area" shall mean the area depicted on Diagram SG No 1871/2006 in respect of ERF 13643 SALDANHA.
- 2.7 "Person" shall include a Company, Close Corporation, Trust, Partnership or other Association of persons entitled by law to hold title to immovable property.
- 2.8 "The Committee" shall mean the Management Committee as provided for in clause 6 of the Constitution.
- 2.9 "In writing" shall mean by means of mail, fax or e-mail.

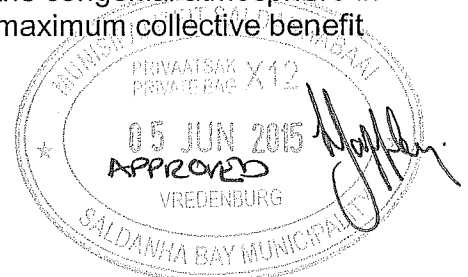
3. INCORPORATION

The Association shall come into existence simultaneously with the registration of transfer of the first deducted sub-divided portion of ERF 13643 SALDANHA, in the Municipality of Saldanha Bay, Division Malmesbury, Western Cape Province.

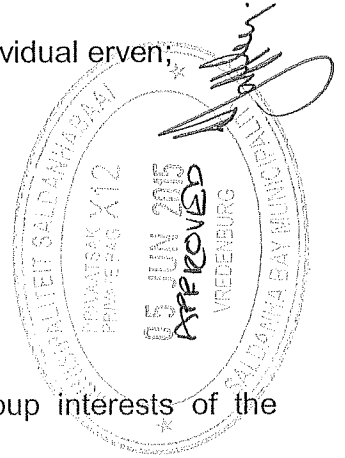
4. OBJECTS

The objects of the Association are to:

- 4.1 promote and enforce standard, not the least of which should be the congenial atmosphere in the Township Area in such a way that members may derive the maximum collective benefit there from;



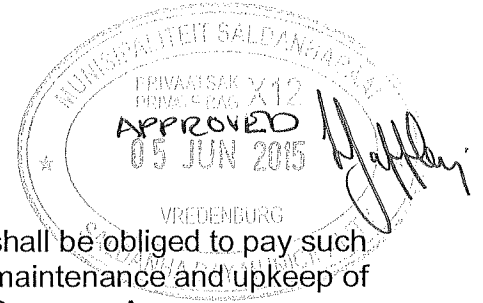
- 4.2 promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the Township Area in order to achieve harmonious development thereof;
- 4.3 control and maintain the common area and possibly certain aspects of individual erven;
- 4.4 maintain and repair all services in the Township Area.
- 4.5 Control :-
 - 4.5.1 all buildings, and/or structures erected or to be erected on the erven; and
 - 4.5.2 the maintenance thereof, and
 - 4.5.3 the maintenance of buildings and amenities in the common area.
- 4.6 the promotion, advancement and protection of the communal and group interests of the members generally;



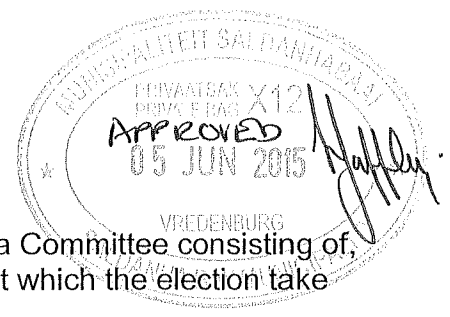
and the Association shall have the powers to do such acts as are necessary to accomplish these objects.

5. MEMBERS

- 5.1 Membership of the Association shall be evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven in the Township Area.
- 5.2 Upon registration of ownership of the erf in the name of any person, membership of the Association by such person shall be automatic and obligatory and members shall be obliged to comply with the provisions of this constitution and any rules made in terms thereof.
- 5.3 No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an erf in the Township Area.
- 5.4 Each member shall be entitled to one (1) vote for each developed and occupied erf owned in the Township Area at general meetings of the Association and the developer will, for as long as any portion of the land in the township area is still registered in this name, also have at least one (1) vote, even though his portion may either be undeveloped and/or unoccupied. Ownership of an erf in undivided shares shall constitute only one membership of the Association, which membership shall be represented by one individual in terms of the provisions of Clause 7 hereof.
- 5.5 Membership shall be transferred by the registration of a Deed of Transfer in the Deeds Registry at Cape Town, passing transfer of one or more erven in the Township Area from the previous member to the new member.
- 5.6 A member shall upon selling of his property disclose in the deed of sale that:
 - 5.6.1 Upon transfer the Purchaser automatically becomes a Member of the Association.
 - 5.6.2 The registration of transfer of the erf into the name of that Purchaser shall *ipso facto* constitute the transferee as a Member of the Association.
 - 5.6.3 The purchaser, by his signature to the Deed of Sale, undertakes to abide by this constitution and the rules of this constitution.



- 5.7.1 Every member shall be entitled to enjoy the Common Area but shall be obliged to pay such levy as determined from time to time by the Association for the maintenance and upkeep of the private road, gardens, cleaning, water and electricity in the Common Area and payment of expenses necessary or reasonably incurred in managing the Association's affairs.
- 5.7.2 responsibility towards the Association for the payment of levies shall commence on the member taking transfer of his erf and shall be payable monthly in advance.
- 5.8 No member shall be entitle to lease his erf unless it is done by written agreement signed by the parties in which it is specifically agreed that the Lessee bind him to and abides by the terms and conditions of the Association's constitution and rules made in terms thereof as far as they may effect such Lessee. The homeowner must inform the Management Committee (MC) in writing that he/she is going to rent out his/her home.
- The following documents needs to accompany the written notification:
- Proof of Income of the lessee
 - References from previous leasing owners
 - ITC clearance for leasing
- The MC will only issue a consent if all the above had been received.
- 5.9 Each deed for the transfer of an erf in the Township area shall contain a condition of title to the effect and/or to procure that the property held there under may not be transferred without the written consent of the Association.
- 5.10 A member who lets or sells this erf, shall when called upon to do so, furnish the Committee or it's Agent with a certified extract of the Lease Agreement or Deed for Sale as proof of compliance with sub clauses 5.6 and/or 5.8 above and for purposes of the issuing of the consent provided for in sub clause 5.9 above.
- 5.11 A member shall not be entitled to without the prior written approval of the Committee :-
- 5.11.1 erect any new buildings and/or structures of any nature whatsoever on his erf;
- 5.11.2 make any changes or alterations to existing buildings and/or structures on his erf;
- 5.12 The approval of the Committee as contemplated in clause 5.11.1, shall only be given :-
- 5.12.1 after detailed plans of the proposed work has been submitted to the Committee, or any person nominated by the Committee (who may be an architect, registered with the South African Council of Architects or the Institute of South African Architects); and
- 5.12.2 the Committee or their nominee are satisfied that the proposed work has been designed by a person registered with the S A Council for the Architectural Profession;
- 5.12.3 the member has made payment of any costs which may be incurred in obtaining this approval, including the costs of the Committee or their nominee, such costs to be based on the recommended tariff of the Institute of South African Architects, for work of a similar nature.



6. MANAGEMENT

- 6.1 The affairs of the Association shall be managed and controlled by a Committee consisting of, in the event of the total of the owners during the general meeting at which the election take place, being:
- 6.1.1 Less than five owners, all the owners who will be deemed to have been duly elected.
- 6.1.2 five or more owners, one member for each three owners with a minimum of three members and a maximum of five members elected by majority vote and to remain in office until the next Annual General Meeting. The nominated member of the developer shall, until the first general meeting and election of the committee, have all such powers of the committee as may be reasonably required for the day to day business of the Association, in particular, but not limited to, to consents to and/or waivers of rights in favour of financing bondholders of purchasers in the development, the consents for transfer required by clause 5.9 above, the transfer of the common property to the Association and to determine a reasonable levy for the purposes set out in the constitution valid for the period up to the first general meeting of members.
- 6.2 A general meeting of members shall be called by the Developer for electing a committee and constituting in general as herein envisage not sooner than upon 50% of the erven in the Township Area having been transferred by the Developer or within 21 days after having been requested to do so in writing by the owners of at least 50% of the erven in the Township Area, but also not later than 7 days after he has transferred the last erf in the Township Area to the Purchaser thereof.
- 6.3 The members of the committee shall (save for automatic membership and co-opted membership provided for in sub clauses 6.1 and 6.2), after proposal and seconding, be elected by ballot or show of hands (if the meeting so determines) of those persons who attend the general meeting of the Association, and successive committees shall be elected likewise at each successive annual general meeting of the Association, provided that no member shall be eligible for election unless he has been duly proposed and seconded by members and that the chairman has been satisfied that he has consented to his nomination and that his levy for the current year has been paid.
- 6.4 The committee shall consist of a chairman, secretary/treasure and at least one ordinary member to which offices they will be elected by the committee members at the first Committee Meeting which will take place within 7 days of the election of the committee at the general meeting. The first committee meeting will be called chaired by the developer and thereafter will
- 6.5 be called and chaired by the outgoing chairman. A majority of the members shall form a quorum. If, however, the number of members does not allow for it, a single member may fill more than one of these offices simultaneously. All matters at any meeting shall be determined by a majority of those present and voting. In the event of an equality of votes, the Chairman of any meeting shall have a casting as well as a deliberative vote.
- 6.6 Committee members shall cease to hold office -
- 6.6.1 at every annual general meeting, but shall be eligible for re-election;
- 6.6.2 by notice to the committee if he resigns his office;
- 6.6.3 if he absences himself from three (3) consecutive meetings of the committee without leave of absence;
- 6.6.4 if he ceases to be a member of the Association;

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6.6.5 in the event of this death.

6.7 Casual vacancies on the committee may be filled either by co-option or by the remaining members of the committee.

6.8 Committee members shall receive no remuneration.

7. GENERAL MEETINGS

7.1 The annual general meeting shall be held on a date fixed by the committee in the period of JUNE/JULY of each year and after fourteen (14) days' written notice thereof and the agenda shall be sent to all members by the secretary. A full annual report of the committee shall be tabled at every annual general meeting, together with the proper income and expenditure account and balance sheet for the immediately preceding financial year.

Each said meeting shall deal with the election of members for the forthcoming year, adoption of financial reports and the determination of the levy for the forthcoming year.

7.2 Special general meetings may be called by the committee whenever they consider it desirable and shall be called upon the requisition thereto in writing of 50% of the member, in either event on seven (7) days' written notice by the secretary specifying the business to be discussed.

7.3 At all general meetings the chair shall be taken by the chairman of the committee or, in his absence, by a substitute appointed by the Committee out of the ranks of the owners, failing which the members present shall elect a chairman.

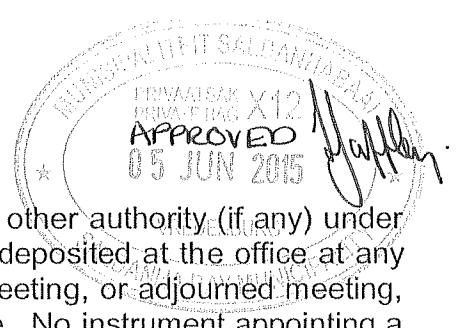
7.4 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such of the members entitled to vote, as together for the time being, represent one-quarter (25%) of the total votes of all members of the association entitled to vote.

7.5 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

7.6 At all general meetings, votes on any matter, unless specifically provided for to the contrary in this constitution, shall be by show of hands of those present, the majority vote to count, unless the meeting decides otherwise.

8. PROXIES

8.1 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 shall be in writing signed by the member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a member is more than one person, any one of those persons may sign the instrument appointing a proxy on such member's behalf, where a member is a company, the same may be signed by the chairman of the board of directors of the company or by its secretary, and where an association of persons, by the secretary thereof.



- 8.2 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

9. **POWERS**

- 9.1 The management and administration of the Association shall vest in the committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself.
- 9.2 Without in any way limiting the generality of the foregoing, such powers shall include, but not be limited to, the following:
- 9.2.1 the determination of what constitutes appropriate standards, as set out in clause 4 and the maintenance of properties in the Township Area;
 - 9.2.2 the performance of such acts as are necessary to accomplish the objects expressed or implied herein.
 - 9.2.3 the investment and re-investment of monies of the Association not immediately required, in such manner as may from time to time be determined.
 - 9.2.4 the operation of banking and savings accounts with all powers required by such operations;
 - 9.2.5 the making of and entering into an carrying out of contracts or agreements on behalf of the Association;
 - 9.2.6 the employment and payment of agents, servants and any other parties;
 - 9.2.7 the making, amendment and repeal of rules to promote and procure the achieving of the Association's objects which shall be binding upon members as if such rules form part of this constitution (provided these have been passed at a special meeting of members called for that purpose) and the formation of sub-committees and the delegation of such powers to such sub-committees as may be deemed necessary;
 - 9.2.8 to sue and to defend actions in the name of the Association and to appoint legal representatives for this purpose;
 - 9.2.9 the levying of a charge payable by members as provided for in clause 5.7 hereof and subject to the said clause, the determination from time to time and as frequently as they may, in their sole and absolute discretion, consider necessary or expedient, of the amount of the levy (if any) to be paid to the Association by its members, including the issuing of penalty levies to members who does not adhere to this Constitution or any of the rules and regulations referred to in clause 9.2.7.
 - 9.2.10 the installation and maintenance of street lighting, if and where required. The Association shall also have the power to introduce such special levies, from time to time, as may be required to pay for these amenities.
 - 9.2.11 to issue a penalty levy to any member who contravene any of the stipulations in clause 10 hereunder, which penalty levy will amount to double the normal monthly levy.

9.2.12 the issue of consents to transfer in the event that a member have sold his property, only if such a member complies with all the rules and regulations of the Association and is not indebted to the Association in any way.

10. AESTHETIC AND ENVIRONMENTAL REQUIREMENTS

10.1 The committee shall have the power to:

10.1.1 do such acts and to frame and enforce conditions on members as are necessary to accomplish the purpose expressed or implied herein, which acts shall include *inter alia*, the approval or refusal of building plans relating to new buildings, external renovations, alterations of additions.

10.1.2 compel members to comply with its requirements, and failing compliance therewith, to take steps to remedy such non-compliance at the costs of such member.

10.1.3 To ensure that all members maintain their properties in a clean and tidy condition (which shall include each member being responsible for the maintenance and upkeep of the pavement bordering his property) and to implement and control the security, vegetation, parking, signage and advertising within the Township Area.

10.2 Members shall be obliged to submit all building plans for new buildings as well as external renovations, alterations or additions to the committee for approval prior to the submission of such plan to the Local Authority for approval.

10.3 No member shall be entitled to dump material or goods on the common area or on any plot not registered in the name of the member and shall be liable for payment of the cost of rectifying the damage or removal of the material or goods.

10.4 Every member shall observe and not breach all or any laws, ordinances, by-laws and regulations or rules imposed by any statutory or other authority and, without detracting from the generality of the foregoing, shall observe and comply with the provisions of the Road Traffic Act No 29/1989 as amended (or any Ordinance or act substituted therefore) as fully and effectually as though the private road were a public road as defined in terms of Section 1 of the Ordinance.

11. STATUS OF THE ASSOCIATION

11.1 The association shall be an association:

11.1.1 With legal personality, capable of suing and being sued in its own name, and

11.1.2 none of whose members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the association, which shall vest in and be controlled by the committee in terms hereof, and

11.1.3 Not for profit, but for the benefit of the owners and occupants of immovable property situate in the Township Area, and

11.1.4 with the right to acquire, hold lease and alienate property, both movable and immovable.



12. AMENDMENTS OF CONSTITUTION

This constitution shall not be altered or amended in any way save with unanimous consent of the members for as long as the number of members are below 7 and thereafter with consent of two thirds of the members of the association in general meeting and, where necessary, also the consent of the Saldanha Bay Municipality as the Local Authority.

13. PERSONAL LIABILITY OF MEMBERS

No member of the Association shall incur any personal liability in respect of acts done or liabilities incurred by, or on behalf of, the Association.

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