

# ANNEXURE B

## **CONSTITUTION OF THE COVE ROCK HOME OWNERS ASSOCIATION**

### **1. NAME:**

The **Cove Rock Home Owners Association Country Estate NPC Registration Number 2021/586165/08** created in terms of the provisions of the Land Use Planning Ordinance No. 15 of 1985, in respect of the subdivision of Erf 39195 East London, as set out in General Plan No's. 11535/1992, 770/1995 and 4625/2007 shall be the COVE ROCK HOME OWNERS ASSOCIATION COUNTRY ESTATE. (Plan numbers added at the SGM held on 24 November 2011).

### **2. MEMBERS**

Members of the Association shall be limited to the registered owners of the erven contained in General Plan No's. 11535/1992, 770/1995 and 4625/2007 provided that:

- 2.1 A person who is entitled to obtain a Certificate of Registered Title to any of the aforementioned erven in terms of the Deeds Registries Act No. 17 of 1937 as amended, shall for the purposes of this Constitution be deemed to be the registered owner of such erf.
- 2.2 Where any such owner is more than one person all the registered owners of that erf shall be deemed jointly and severally to be one member of the Association.
- 2.3 When a member ceases to be registered owner of an Erf, he shall ipso facto cease to be a member of the Association.
- 2.4 A member shall not transfer an erf unless it is a condition of such transfer that the transferee becomes a member of the Association, and shall ipso facto upon registration of transfer be a member of the Association, subject, bound and entitled to the provisions of this Constitution.
- 2.5 A registered owner shall, so long as he is the registered owner of at least one of the above-mentioned erven, remain a member of the Association, and may not resign as a member of the Association.
- 2.6 The rights and obligations of a member shall not be transferable and every member shall abide by and be subject to the provisions of this Constitution, further the objects and interest of the Association, and shall observe all by-laws and regulations made by the Association only in the event that if the property which is owned by the member is mortgaged then and in that event the mortgagee shall be entitled to have limited benefits of the constitution for the duration of the mortgagors in the property.
- 2.7 In the event that the purchaser of an erf or erven is a juristic entity such as a Trust or a Company, each trustee of the Trust and each director of the Company shall sign a personal surety for due and proper performance of

such Trust or Company in terms of the payment of levies to the Home Owner Association and to be bound by the terms and conditions set out in this Constitution. (Clause added at the AGM held on 19th of July 2011)

### **3. OBJECTS**

The objects of the Association shall be:

- 3.1 to control, maintain repair and keep in good order all areas, roadways and all services, common to and for which serve and relate to the aforesaid erven following upon the aforesaid subdivision and development of the erven, to promote the common interest of the members as registered owners of the aforementioned immovable property;
- 3.2 to do all things necessary and relative to the reasonable and lawful requirements of the Buffalo City Municipality and its successors in title;
- 3.3 to make, amend and enforce the observance of the rules of the Association and the provisions of this Constitution and to deal with any infringement thereof;
- 3.4 to open and operate a banking account, and to do al such other lawful things as are incidental or conducive to the performance of the objects of the Association; and
- 3.5 to invest any moneys of the Association not immediately required for any of these objects or purposes in such manner as may from time to time be determined.

### **4. LEVIES**

- 4.1 The Association shall make levies upon the members for the purpose of meeting all expenses, which the Association has incurred or to which the Association reasonably anticipates it will be put by way of maintenance, repair, improvement and keeping in order the condition of the property as it is required to do, and/or for payment of all rates and other charges payable by the Association in respect of the common area and/or the services rendered to it and/or for payment of salaries and/or wages of the employees of the Association and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the common area and the Association's affairs. In calculating levies, the Association shall consider income, if any earned by the Association.
- 4.2 In addition thereto, the members undertake in agreement with one another and with due regard to the rights and convenience of the others, to exercise their reasonable rights of occupation and enjoyment in and to the private area, and furthermore undertake to ensure that the external appearance of, and the maintenance of the private areas are attended to in respect of the financial obligations which might be imposed upon them in agreement with

one another, which financial obligations shall furthermore include any such legal obligations which might be imposed upon them by the Local Authority. Funds so levied from the members shall be utilised for the purposes aforesaid and in addition thereto, such expenditure as is required in respect of the Local Authority for rates and taxes, maintenance requirements and insurance if applicable, and each owner of land shall be levied to the extent of such proportionate share in respect of the expenditure aforesaid.

- 4.3 Should it at any time become apparent to the members that the anticipated expenditure estimate is inadequate or should it become necessary for the Association to incur extraordinary expenses, it shall be entitled to require its members to pay an additional levy to cover such extraordinary expenditure.
- 4.4 In the event that a home owner registers a consolidation of his/her erf and such consolidated erf consist of 1 (one) household, the levy payable for such consolidated erf shall be equal to 1 ½ (one and a half) times the levy payable for 1 (one) erf. (Clause added at SGM held on 24 November 2011)

## **5. ENVIRONMENT**

- 5.1 The said Homeowners Association will be responsible for conserving the environment. The parties acknowledge that they are aware that the Kalashe and Hickman's Rivers, the natural drainage channels and indigenous coastal thicket must be preserved. The parties agree that the Homeowners Association shall have the right and is obliged to enforce the protection of the environment and should anybody be found damaging the indigenous bush or disturbing bird life, the Association and/or the Developer shall have the right and be obligated to levy strict fines and penalties against them.
- 5.2 The parties acknowledge and agree that all improvements or alterations on the property will be made in strict accordance with the conditions as laid down by the Department of Water Affairs, the Chief Directorate Nature and Environment Conservation and Department of Nature Health and Population Development.
- 5.3 The parties acknowledge that certain township conditions are to be imposed on the property and are to be enforced by the Homeowners Association and the Members agree to comply with such conditions at all times.
- 5.4 A permanent Staff Member shall be employed by the Developer and/or the Homeowners Association who will be responsible for environmental conservation and security.
- 5.5 In terms of an environmental report, it is the aim of the Developer and the Homeowners Association to turn the existing Kalashe River into a bird sanctuary, to upgrade the existing security fencing and to construct the footpaths and boardwalks in strict accordance with the environmental planning. It is further acknowledged that the planned boardwalks will be

built on the Developer's and/or Homeowners Association's property and the Member acknowledges that he is aware of the siting thereof.

- 5.6 A natural drainage channel will be constructed over the property and the Member acknowledges that the siting thereof has been pointed out to him and is aware of such a proposed channel.
- 5.7 Due to the natural beauty of the area in, which the property is situated the parties agree that the intention of this development shall always be to enhance the natural environment and it shall always be the aim of the Homeowners Association and all owners to preserve the natural environment, the marine life and the flora and fauna present.

**5. MEETINGS OF THE COVE ROCK HOME OWNERS ASSOCIATION COUNTRY ESTATE ( all property-owners in good standing)**

- 6.1 Meetings shall be held upon 7 (Seven) days written notice, which notice may also be in the form of an electronic mail (as approved at SGM held on 24 November 2011), to members for the purpose of convening a meeting, provided that the members may all agree to dispense with such notice in respect of any such meeting.

The Annual General Meeting will be held within 6 (six) months of the end of the financial year that is February but before the end of August of that year. Considerations may be given to a reasonable change of date in certain/acceptable circumstances that may include incidences such as a health pandemic and the like.

A quorum at all meetings shall be a minimum of 66 (sixty-six) of registered owners of property. Maximum written and signed proxy votes will not exceed 3 (three) of the total registered Owners present.as follows:  
registered owner/s may have a maximum of three proxies for all properties owned or stand in as proxy for their own property plus two.

Failure to meet quorum: The meeting will be delayed by 30 (Thirty) minutes. If after this delay a quorum is not met a further meeting will be called within 21 (Twenty-One) days. A quorum will be the number of members in attendance. (Clause amended at AGM 19 September 2006.)

- 6.2 A Special General Meeting (SGM) may be called by direction of the Management Committee, or upon request, addressed to the Management Committee signed by at least 66 (sixty-six) individual registered owners, setting forth an agenda for such a meeting. Should a SGM not be held within thirty (30) days after such a request, a SGM may be held without the authority of the Management Committee. Any decisions taken during such a SGM will be implemented and carried forward by the Management Committee providing the requirements of 6.2 above have been met

## **7. LEGAL PERSONA AND INSTITUTION OF ACTION**

- 7.1 It is recorded that this Association constitutes its own legal persona, quite separate and distinct from the members who constitute the Association. The Association shall be entitled to institute action out of any Court, having jurisdiction for all or any of the obligations and duties imposed upon the members in terms thereof or defend any action against it.
- 7.2 The Constitution does not admit to the distribution of its profits or gains to any persons other than the members with whom or, on whose behalf the transaction took place, and does not confer upon any person any benefit other than benefits accruing to that person from transactions with, or on behalf of, that person, except as regards any receipts or accruals from investments (including the letting of property to non-members) by any such association.
- 7.3 The Owner of any Erf shall without compensation be obliged to allow electricity, telephone and television cables and/or wires and main and/or other water pipes and the sewage and drainage including storm water, of any other erf or erven to be conveyed across this erf, if deemed necessary by the Local Authority, Developer or Homeowners Association and in such manner and position as may from time to time be reasonably required.
- 7.4 This shall include the right of access to the erf at any reasonable time for the purpose of construction, altering, removing or inspecting any works connected with the above.
- 7.5 Every dwelling erected, or to be erected, on any of the erven must comply with and follow the specifications relating to septic tanks as indicated on the Annexure hereto marked "A"

## **8. AMENDMENTS TO THE CONSTITUTION**

- 8.1 The Members may amend this Constitution and any rules common to all members by way of Resolution passed by 51% (Fifty One Percent)) majority of those members present or represented by a written and signed proxy to a maximum of 20% (Twenty Percent) of the total registered Owners present at a general meeting.
- 8.2 A copy of any amendment to this Constitution shall be lodged with the Buffalo City Municipality or its successors in title.

The foregoing conditions, including this clause, will be binding upon any purchaser and his successors-in-title, and will be recorded in their entirety in all subsequent deeds of sale of the property and if possible, will be registered in the Title Deed of the property.

The purchaser acknowledges, notwithstanding the contents of this document, that the provisions of the Department of Local Government will apply to the property.

## **9. MANAGEMENT COMMITTEE**

### **9.1 ELECTION**

- 9.1.1 The Homeowners Association shall form a Management Committee to govern the affairs of the Association, which committee shall be elected

Members of the Management Committee shall be elected at every third Annual General Meeting and shall serve three-year terms and, at the end of their first term of office, be eligible for re-election for one further consecutive three-year term.

The Management Committee shall consist of not less than 5 (five) members and not more than 10 (ten) members (clause amended at the AGM 13 November 2021). If possible, each phase of the development should be represented. At their first meeting the members of this committee shall elect a Chairman, Vice Chairman, Secretary and Treasurer from within the body of the Committee.

- 9.1.2 A committee member must be a member or spouse of a member of the Homeowners Association. The committee shall have the power from time to time to appoint a member to the committee to fill casual vacancy or as an additional committee member subject to the numerical limitation above.

If any position on the Management Committee becomes vacant, for any reason, the Management Committee shall have the power to co-opt such other person/s as it may see fit, to fill such open position/s. Such co-opted members of the Management Committee shall be full members of the Management Committee and shall serve until the following AGM at which elections take place, or until they otherwise depart office. Such member/s may be a tenant but will not have any voting rights.

All co-opted members must be approved by the majority of the Management Committee and cannot be appointed on an ad-hoc basis.

- 9.1.3 A Committee Member shall cease to be a Member of the Committee upon the Committee Member's resignation or, should the Committee Member fail to attend two consecutive meetings of the Management Committee without special leave of absence from other Committee Members. Nothing in this Constitution shall prevent a General or Special Meeting of the Homeowners Association from removing any Committee Member by a majority vote. A member may not be part of the Management Committee should their levy payment be in arrears for a period longer than sixty (60) days.

- 9.1.4 Members elected or appointed to the Management Committee must be allocated a management portfolio relating to the Estate functions agreed to or required at such time and are expected to produce reports

at each AGM relating to the portfolio allocated to them. The Management Committee Chairperson will ensure that all members contribute to the wellbeing of the Estate and its residents.

- 9.1.5 No member of the Management Committee may receive payment for performing a function on the Management Committee in the form of a salary, wage or honorarium if not approved by AGM or SGM.

## **9.2 POWERS, DUTIES AND FUNCTIONS OF THE MANAGEMENT COMMITTEE**

- 9.2.1 The business of the Homeowners Association shall be controlled and managed by the Management Committee, who may exercise all such powers of the Homeowners Association as are not, by this Constitution, specifically required to be exercised by the Members in a General Meeting, or as may be prescribed by the Homeowners Association at a General Meeting. In general, the Homeowners Association shall have all powers that a company has in terms of Schedule 2 of the Company's Act, and which shall be exercisable by the Management Committee subject to the aforesaid limitation.
- 9.2.2 The Management Committee may not, without the sanction of a General Committee, borrow funds, nor mortgage or, in any other way encumber its property whether outright or as security for any debt, liability or obligation of the Homeowners Association.
- 9.2.3 The Management Committee may employ such persons in its discretion as are reasonably required to attend to the day-to-day business of the Homeowners Association on such terms and conditions as it may from time to time decide. Job descriptions for all staff must be produced and their performance appraised annually.
- 9.2.4 The Management Committee shall propose rules and accept proposals for rules or amendments to rules for the general conduct at the Development, which rules shall be tabled at a General or Special General Meeting for approval.
- 9.2.5 The Management Committee shall cause Minutes to be kept of all meetings and these shall be made available for scrutiny by all members of the Homeowners Association within 7 days of such meeting.
- 9.2.6 The Management Committee shall appoint an Accounting Officer annually, who shall be required to report to the Homeowners Association on the financial statements, as prepared and approved by the Management Committee.
- 9.2.7 No member may act or claim to represent the homeowners association without the authority of the majority of the Management Committee.

- 9.2.8 The Management Committee shall be responsible to ensure that there are adequate written standard operating procedures which guide staff on how to conduct the business of the Estate, such as Financial controls and reporting, purchasing policy, use of vehicles, performance appraisal, disciplinary and grievance procedures etc.

### **9.3 PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

- 9.3.1 The Management Committee (EXCO) shall meet together for the despatch of business adjourn and otherwise regulate their meetings, as they think fit. Such meetings should be held at least once a month. Notice of all exco meetings must be sent to each EXCO member by email together with the agenda for the meeting by the Secretary seven days prior to the meeting. Questions arising at any meeting shall be decided by most votes. In the event of any equality of votes, the Chairman shall have a second casting vote. Should something urgent arise it can be addressed through discussion on social media groups and a resolution can be signed by ALL members of the Management committee if one does not sign the resolution is invalid. Any Management Committee Member or may, and the Secretary (at the request on the requisition of a Committee Member) shall, at any time convene a meeting of the Committee.
- 9.3.2 A Committee Member shall not vote in respect of any contract or proposed contract with the Homeowners Association in, which the Committee Member is interested, or on any matter arising there from, and should the Committee Member so vote; the Committee Members vote shall not be counted. It is incumbent upon every Committee Member to declare his/her interest in any contract to be debated by the committee. In addition, no Management Committee member may participate in any decision making or voting process where that Committee Member is directly involved, Such Committee member must recuse him/herself should there be a vested interest or as determined by the Majority of the Management Committee.
- 9.3.3 The quorum at meetings necessary for the transaction of the business of the Committee shall be not less than four (4) Members of the Committee and if there are more than seven (7) Members on the Committee, not less than 50% of the number of Committee Members shall form a quorum.
- 9.3.4 A resolution in writing, signed by all Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held. Such resolutions shall be deemed to be a Minute of the committee meeting and recorded at the next meeting of the Management Committee.
- 9.3.5 If the Chairman is not present at a meeting the Vice-Chairman shall act in his/her stead. In the event of both the Chairman and Vice-Chairman not being present at any meeting, then those present shall, after waiting

five (5) minutes after the time appointed for the holding of the meeting, elect one of their number to be Chairman of the meeting.

9.3.6 The Management Committee may delegate any of their powers to a sub-committee consisting of such member or members of their body, as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the Management Committee and shall be chaired by a Member of the Management Committee. Any decision taken by such a sub-committee must be ratified by the Main management Committee before implementation.

9.3.7 All acts done by any meeting of the Management Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Committee Member or person acting as aforesaid or that they or any of them were disqualified, they will resign with immediate affect.

9.3.8 Any requests for information by members to the Management Committee (by example, financial information and minutes of meetings) must be complied with by the Management Committee within fourteen (14) working days of the request subject to compliance of the POPPI ACT

9.3.9 Should a Management committee member fall in arrears with his/her levies he/she will have no say or vote on the management committee after 60 days he/she will resign or if not asked to be resign by the chairman

## **10. FINANCES**

10.1 The financial year-end of the Association shall be the last day of February in each year.

10.2 An auditor shall be appointed by the homeowners in an Annual General Meeting to present an Audited Financial Statement on the accounts of the CRHOA at the end of the financial year as stipulated in clause 10.1. Such Auditor shall be required to report to the Homeowners Association on the annual audited financial statements.

The Finance Portfolio holder shall present this report counter-signed by the Chairman or Vice-Chairman, reflecting the income and expenditure of the previous financial year. The financial statements shall also reflect monies on hand and a list of debtors and creditors.

10.3 The Management Committee shall present to the Annual General Meeting, for the approval by Members, an estimate of the anticipated costs for the ensuing year, which costs shall be broken down into a monthly levy per member.

- 10.4 Should it at any time become apparent to the Management Committee that the anticipated expenditure estimate is inadequate or, should it become necessary for the Association to incur extraordinary expenses, the budget shall be referred to a Special General Meeting of members in order to raise the levies. The Management Committee is authorised to incur extraordinary expenses up to R200 000.00 (Two Hundred Thousand Rand) to meet emergencies, which expenditure shall, as soon as possible thereafter, be referred to a Special General Meeting for ratification. The Special or Annual (as appropriate) General Meeting shall approve such expenditure, which has been incurred in good faith by the Management Committee.
- 10.5 Levies shall be paid within 7 (seven) days of due date and failing such payment, shall carry interest at a rate to be linked to the prime bank rate.
- 10.6 The Management Committee shall appoint a managing agent approved by an AGM or SGM that shall keep, or arrange to be kept, all accounting records that are required or necessary to enable the Committee to compile financial statements, which will indicate the financial state of the affairs of the Homeowners Association at any given time.
- 10.7 The Treasurer shall present to every monthly meeting a report showing the income and expenditure incurred for the previous period, together with a statement showing bank balances and any outstanding debtors and creditors.
- 10.8 No Member on ceasing to be a Member shall be entitled to repayment of any reserve funds of the Association.
- 10.9 In the event of any Member being in arrear with any levies, the Management Committee may request the Attorney attending to the transfer on the sale of the member's property, to withhold same pending the arrears being brought up to date or guaranteed.
- 10.10 In the event of the Management Committee having to commence legal proceedings against any person for monies owing to the Association, the Association shall be entitled to recover the legal costs on an attorney/client scale from the member.
- 10.11 The Management Committee may, in its sole discretion, withdraw services to any member who is in arrears with levies, after giving at least thirty (30) days written notice of the intention to withdraw services.
- 10.12 In the event of the Management Committee incurring costs to ensure compliance by a member of the Rules of the Association, or in the event of the Management Committee instituting action against the member on behalf of the Association in respect of arrear monies or to enforce compliance with any rule or a contravention of any rule, the member,

against whom a Judgement has been given, shall be liable to the Association for all costs, on an attorney/client scale.

- 10.13 Each registered Homeowner chooses as his/her/its domicilium citandi executandi the erf so owned and agrees that such erf shall be able to be declared specially executable in the event of the Homeowner falling into arrears with the levies payable to the Cove Rock Homeowners Association.

## **11. CONDUCT RULES**

The Management Committee members shall conduct themselves using the guidelines contained within the Code of Conduct. All Management Committee members shall sign an agreement to conduct themselves within the guidelines of the Code of Conduct. Any member of the Management Committee that breaches the code of conduct rules will be subjected to an investigation by the Management Committee who may pass the appropriate sanction (by majority), such as removal from the Management Committee.

## **12. BUILDING RULES AND REGULATIONS (clauses 12.8 to 12.11 added as approved at AGM 23 June 2015)**

### **12.1 BUILDING RULES**

Building rules currently exist and apply, a copy of which is attached hereto as Annexure A (clause amended to include rules as an annexure, as approved at AGM dated 25 June 2013). Read in conjunction with Clause 12.8 here below.

### **12.2 BOUNDARIES AND ENCLOSURES**

Boundary fencing is not permitted. Owners are encouraged to plant indigenous trees and shrubs on the boundaries. The enclosure of plots is limited to the creation of courtyards for washing lines, braai areas, animal enclosures etc. and must be indicated on all building plans. It is compulsory to create or build a courtyard to enclose newly erected washing lines that are visible from the outside of a homeowner's property (effective as from AGM held on 26 June 2012).

### **12.3 GARAGES, CARPORTS AND OUTBUILDINGS**

No freestanding structures are permitted. Garages, carports and/or other outbuildings must be attached to the main structure, must be erected in line with BCM Regulations and approved plans. This does not apply to pergolas and shade cloth temporary structures (clause amended at AGM dated 23 June 2015).

### **12.4 WINDOWS**

Windows should preferably be of a vertical proportion and window frames must be made of timber or bronze anodised aluminium (clause amended at AGM held on 26 June 2012).

## **12.5 SEPTIC TANKS AND FRENCH DRAINS**

Must be constructed to the specifications of the Buffalo City Municipality. These must be of adequate capacity and situated so as not to create discomfort to neighbours.

## **12.6 TIME SPAN OF BUILDING**

The time span of building from start to finish is 9 (nine) months (period extended at AGM held on 23 June 2015). If a longer period is required, permission, in writing, must be requested from the Building Committee.

The homeowner must ensure that a portable toilet for builders is placed on the building site and must ensure that it is cleaned and disinfected at all times (clause added at AGM held on 26 June 2012).

Trenches for foundations are to be clearly indicated and marked / taped for safety reasons and foundations to be completed within a period of 14 (fourteen) days. (Clause added at AGM held on 23 June 2015).

## **12.7 MAINTENANCE OF PROPERTY**

All buildings on the property, including all walls, gates and other structures, as well as gardens and courtyard areas exposed to public view, must be maintained in a neat and tidy condition and in a state of good repair.

## **12.8 HOMEOWNERS RESPONSIBILITY (Amended at the SGM 31 March 2022)**

Homeowners are responsible to ensure that structure/s are positioned and built as per the approved plans. No Building Line transgressions shall be allowed. The services of a Land Surveyor should be obtained should any uncertainty exist. [Building line transgressions shall only be allowed, if:](#)

- The Management Committee and Building Committee in their sole discretion approves the transgression after formal application is submitted by the owner for this purpose; and
- The affected neighbours to the property on the sides where the transgression is planned, or has been made, consents to the transgression.

## **12.9 PLAN SUBMISSION FEES**

Plan submission fees are payable when the plans for a new home/dwelling are submitted to the offices of the CRHOA. A reduced fee may be payable in respect of alterations, additions etc. Please refer to the Building Regulations (Annexure A) for fees payable, which will be reviewed annually.

## **12.10 DECKS**

Plans are required for any deck/s to be constructed.

## **12.11 EXPOSED GEYSERS ON ROOFS**

No exposed Geysers are allowed on the roof of a structure unless prior written approval has been obtained from the CRHOA Building Committee.

### **13. ESTATE RULES**

#### **13.1 FLORA AND FAUNA (clauses 13.1.2 to 13.1.10 added as approved at AGM 25 June 2013)**

- 13.1.1 No property owner, tenant, occupier or their employees and/or visitors shall harm or interfere with, in any manner whatsoever, the flora and fauna forming part of the common property of Cove Rock Country Estate and shall cause no nuisance to the animal life by either himself or his pets.
- 13.1.2 The Greenbelt areas of the Estate are registered with the Local Environmental Authorities and any person who removes indigenous bush/trees from the Greenbelt will be required to rehabilitate the area affected and will face a maximum fine. The committee also reserves its right to report any offenders to the Environmental.
- 13.1.3 No person shall conduct any gardening and / or landscaping on common areas and / or the golf course / Greenbelt (without the prior written authority of the committee or pick any flowers or plants on or about the common areas.
- 13.1.4 Littering in the Estate is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 13.1.5 Camping in the open areas is prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Those lighting fires may not use wood from the Greenbelt or common areas.
- 13.1.6 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate other than in self-defence. Hunting and trapping in any manner is strictly prohibited excepting in the case of problem animals and shall at all times be under strict control and carried out by a professional.
- 13.1.7 In order to effectively manage water resources, no borehole may be sunk on or about the Estate without the prior written consent of the association. Notwithstanding the foregoing, the association may require residents to limit and / or cease the extraction of water from boreholes. For this purpose, the association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any resident fail to comply with any directive of the association pursuant to this clause, the association shall be entitled to seal the relevant borehole.
- 13.1.8 No persons shall pollute or permit the pollution of any dam and / or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be

unsightly. Any fish caught in dams and / or streams within the Estate must be released back into the water.

- 13.1.9 The use of fireworks on the Estate is strictly prohibited.
- 13.1.10 The feeding of monkeys on the Estate is strictly prohibited.
- 13.1.11 The association will maintain the requirements of any Environmental Management Plan (EMP) which is enforced by any Government department having the authority to ensure compliance to such an EMP.
- 13.2 REFUSE REMOVAL (new clause added as approved at AGM 25 June 2013)
  - 13.2.1 All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road, except when placed on driveways for purposes of collection by the Estate waste collection service.
  - 13.2.2 Garden refuse of a minor nature shall be collected by the Estate Garden waste collection service. If the amount of Garden waste is very large then the homeowner will have to contract to have it removed and must liaise with the Estate Manager in this regard.
  - 13.2.3 Placement of domestic refuse should only be made on the day of collection.
  - 13.2.4 No refuse, garden waste or building rubble may be dumped in the Greenbelt and maximum fines will be imposed on any homeowner found to be infringing this rule.

### **13.3 DOMESTIC ANIMALS**

- 13.3.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept, which shall be limited to 2 (two) Dogs and 2 (two) Cats per erf. Homeowners who own more dogs or cats as per the rules, will not be entitled to replace an animal upon its death (new clause added as approved at AGM 25 June 2013).
- 13.3.2 All animal owners must have a courtyard.
- 13.3.2 Residents are to tag all pets. Their name and telephone number are to be stated on the tag.
- 13.3.3 Dogs found wandering around without a tag will be taken to the SPCA immediately. The owners of tagged animals will be contacted. After three offences the animal will be taken to the SPCA and the Homeowner will be liable for the costs
- 13.3.4 Cat owners are required to either spay or neuter their cats and all cats must wear a collar with a bell.

- 13.3.5 Dog owners whose dogs go on heat are to take them to a kennel facility.
- 13.3.6 All pet owners are obliged to abide by the Municipal Control Laws.
- 13.2.7 Dogs shall not be allowed on common property unless under strict control and on a handheld leash. If any dog digs holes and / or otherwise damages common property, the relevant owner shall be required to repair the damage (new clause added as approved at AGM 25 June 2013).
- 13.3.8 A packet or “pooper scoop” must be taken when walking dogs within the boundaries of the development.
- 13.3.9 Visitors to the Estate are not allowed to bring pets into the Estate (new clause added as approved at AGM 25 June 2013).
- 13.3.10 If animals are brought into or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either (new clause added as approved at AGM 25 June 2013) –
- 13.3.10.1 require the relevant owner to remove the animal from the Estate; and / or
- 13.3.10.2 itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

#### **13.4 SECURITY (new clause added as approved at AGM 25 June 2013)**

- 13.4.1 The Executive Committee may from time to time furnish rules in respect of security, a copy of which is attached hereto as Annexure B.
- 13.4.2 All security procedures brought into force from time to time must be strictly adhered to at all times by all persons inside the Estate and members shall furthermore be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants/contractors who gain access to the Estate under their authorization.
- 13.4.3 The right of admission to the Estate shall be under the control of the association who may on any reasonable grounds deny any person access to the Estate. All live-in domestic workers and / or caregivers may be considered as residents of the estate but must be registered on the biometric system for access control.

#### **13.5 TRAFFIC**

- 13.5.1 A maximum speed limit of 30 (thirty) km/ph shall apply but a 20 (twenty) km/ph limit is recommended on roads in built up areas of the Estate. Provided that lower speed limits may be imposed by the association where it deems fit. It is important.

- 13.5.2 No person shall drive any vehicle at any place within the Estate unless they are the holder of a valid current driver's licence which would permit them to drive such vehicle upon a public road.
- 13.5.3 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on any roads, vacant erven or other common areas and may only be parked on the owners property. Any vehicle parked in contravention of this rule may be removed from the Estate by the association. The relevant owner shall be responsible for all costs so incurred (new clause added as approved at AGM 25 June 2013).
- 13.5.4 No Quad Bikes/Four wheelers are not allowed on the roads in the Estate and Scrambler Bikes can only be used to travel from point A to point B (the rider must wear a helmet). No off-road biking/vehicle driving is permitted within the boundaries of our Estate (new clause added as approved at AGM 25 June 2013).
- 13.6 RECREATIONAL AND ENTERTAINMENT FACILITIES (new clause added as approved at AGM 25 June 2013)**
- 13.6.1 No vehicles are allowed to drive on or over the golf course.
- 13.6.2 The tennis /netball court is reserved for playing tennis and netball only and is not to be used for any other activity.
- 13.6.3 The swimming pool is reserved for residents and their guests. Residents will be accountable for the behaviour of the all people using the pool at their invitation. The consumption of alcohol within the pool area is strictly prohibited.
- 13.6.4 The clubhouse is for the use and entertainment of Homeowners and their guests and residents will be accountable for the behavior of the all people visiting the clubhouse at their invitation. The Committee has the right to refuse entry to the clubhouse to any resident and / or his/her guest(s) who act in an unacceptable manner.
- 13.7 NO NUISANCE**
- 13.7.1 No person will do, or allow to be done on the property, anything which, in the opinion of the Committee, is noisy, unsightly, injurious, objectionable or detrimental, or a public or private nuisance, or a source of damage, or disturbance to any other owner, tenant or occupier of property at Cove Rock Country Estate.
- 13.7.2 Loud music and other undue noise must be avoided. Residents are urged to liaise with neighbours if they intend to hold an event or carry out certain works on their property which could involve louder than normal noise levels (new clause added as approved at AGM 25 June 2013).

**13.8 LETTING AND SALES (new clause added as approved at AGM 25 June 2013)**

13.8.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall –

13.8.1.1 furnish his tenant with a copy of these rules; and

13.8.1.2 furnish the association with a copy of the relevant signed lease which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules and the Estate's Constitution are binding upon him/her and are enforceable against him/her by the association.

13.8.2 Homeowners/Landlords (a person or organisation that owns a building or an area of land and is PAID by other people for the use of thereof (includes Airbnb, Bnbs, Guest Houses), will be required to pay a monthly tenant levy, which levy will be reviewed by the association from time to time.

13.8.3 A Homeowner who appoints an estate agent for the purpose of selling his/her property, will ensure that the estate agent abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate.

**13.9 COMMERCIAL ACTIVITIES (new clause added as approved at AGM 13 November 2021)**

13.9.1 The association is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the association, which consent shall not be unreasonably withheld. Any request for permission / authorisation to commercial activities must comply with regulations as required within the municipal bylaws.

13.9.2 Notwithstanding rule 13.9.1, the operation of guesthouses and the like will be strictly controlled, and all guests are to be made aware of these Rules. Such guesthouses, Air B&B's etc must be registered with the Cove Rock Office. Failure to register such enterprise/s will attract a fine and guests will be denied entry to the Estate.

13.9.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate, without the approval of the committee.

13.9.4 No door-to-door canvassing and / or selling is permitted. The Committee reserves the right to approve any reasonable commercial activities / business / trade within the estate subject to the relevant compliance in

terms of the regulatory municipal framework concerned with the activity. Application for such business must be made in writing to the Management.

### **13.10 NON-COMPLIANCE**

- 13.10.1 In the event of any member failing to comply with a Rule of the Association after having been furnished with written notice to do so, the Management Committee shall be empowered to levy such fine, as is determined by the Management Committee, on the member, not exceeding R2 500.00 (Two Thousand Five Hundred Rand). Prior to levying such fine, the Management Committee shall afford the Member an opportunity to furnish a written explanation for the failure to comply, and, if required by the Committee, shall appear at a meeting of the Management Committee, to answer such questions and to furnish such explanations as the Management Committee may require.
- 13.10.2 A Homeowner who has a grievance or wishes to lodge a complaint of non-compliance of Rules against another Homeowner, is to follow the procedure set out in Annexure C hereto (new clause added as approved at AGM 25 June 2013).

**SIGNED THIS.....DAY OF.....20....**

.....  
**CHAIRMAN**

## **CONSTITUTION OF THE COVE ROCK HOME OWNERS ASSOCIATION**

### **1. NAME:**

The **Cove Rock Home Owners Association Country Estate NPC Registration Number 2021/586165/08** created in terms of the provisions of the Land Use Planning Ordinance No. 15 of 1985, in respect of the subdivision of Erf 39195 East London, as set out in General Plan No's. 11535/1992, 770/1995 and 4625/2007 shall be the COVE ROCK HOME OWNERS ASSOCIATION COUNTRY ESTATE. (Plan numbers added at the SGM held on 24 November 2011).

### **2. MEMBERS**

Members of the Association shall be limited to the registered owners of the erven contained in General Plan No's. 11535/1992, 770/1995 and 4625/2007 provided that:

- 2.1 A person who is entitled to obtain a Certificate of Registered Title to any of the aforementioned erven in terms of the Deeds Registries Act No. 17 of 1937 as amended, shall for the purposes of this Constitution be deemed to be the registered owner of such erf.
- 2.2 Where any such owner is more than one person all the registered owners of that erf shall be deemed jointly and severally to be one member of the Association.
- 2.3 When a member ceases to be registered owner of an Erf, he shall ipso facto cease to be a member of the Association.
- 2.4 A member shall not transfer an erf unless it is a condition of such transfer that the transferee becomes a member of the Association, and shall ipso facto upon registration of transfer be a member of the Association, subject, bound and entitled to the provisions of this Constitution.
- 2.5 A registered owner shall, so long as he is the registered owner of at least one of the above-mentioned erven, remain a member of the Association, and may not resign as a member of the Association.
- 2.6 The rights and obligations of a member shall not be transferable and every member shall abide by and be subject to the provisions of this Constitution, further the objects and interest of the Association, and shall observe all by-laws and regulations made by the Association only in the event that if the property which is owned by the member is mortgaged then and in that event the mortgagee shall be entitled to have limited benefits of the constitution for the duration of the mortgages in the property.
- 2.7 In the event that the purchaser of an erf or erven is a juristic entity such as a Trust or a Company, each trustee of the Trust and each director of the Company shall sign a personal surety for due and proper performance of

such Trust or Company in terms of the payment of levies to the Home Owner Association and to be bound by the terms and conditions set out in this Constitution. (Clause added at the AGM held on 19th of July 2011)

### **3. OBJECTS**

The objects of the Association shall be:

- 3.1 to control, maintain repair and keep in good order all areas, roadways and all services, common to and for which serve and relate to the aforesaid erven following upon the aforesaid subdivision and development of the erven, to promote the common interest of the members as registered owners of the aforementioned immovable property;
- 3.2 to do all things necessary and relative to the reasonable and lawful requirements of the Buffalo City Municipality and its successors in title;
- 3.3 to make, amend and enforce the observance of the rules of the Association and the provisions of this Constitution and to deal with any infringement thereof;
- 3.4 to open and operate a banking account, and to do al such other lawful things as are incidental or conducive to the performance of the objects of the Association; and
- 3.5 to invest any moneys of the Association not immediately required for any of these objects or purposes in such manner as may from time to time be determined.

### **4. LEVIES**

- 4.1 The Association shall make levies upon the members for the purpose of meeting all expenses, which the Association has incurred or to which the Association reasonably anticipates it will be put by way of maintenance, repair, improvement and keeping in order the condition of the property as it is required to do, and/or for payment of all rates and other charges payable by the Association in respect of the common area and/or the services rendered to it and/or for payment of salaries and/or wages of the employees of the Association and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the common area and the Association's affairs. In calculating levies, the Association shall consider income, if any earned by the Association.
- 4.2 In addition thereto, the members undertake in agreement with one another and with due regard to the rights and convenience of the others, to exercise their reasonable rights of occupation and enjoyment in and to the private area, and furthermore undertake to ensure that the external appearance of, and the maintenance of the private areas are attended to in respect of the financial obligations which might be imposed upon them in agreement with

one another, which financial obligations shall furthermore include any such legal obligations which might be imposed upon them by the Local Authority. Funds so levied from the members shall be utilised for the purposes aforesaid and in addition thereto, such expenditure as is required in respect of the Local Authority for rates and taxes, maintenance requirements and insurance if applicable, and each owner of land shall be levied to the extent of such proportionate share in respect of the expenditure aforesaid.

- 4.3 Should it at any time become apparent to the members that the anticipated expenditure estimate is inadequate or should it become necessary for the Association to incur extraordinary expenses, it shall be entitled to require its members to pay an additional levy to cover such extraordinary expenditure.
- 4.4 In the event that a home owner registers a consolidation of his/her erven and such consolidated erf consist of 1 (one) household, the levy payable for such consolidated erf shall be equal to 1 ½ (one and a half) times the levy payable for 1 (one) erf. (Clause added at SGM held on 24 November 2011)

## **5. ENVIRONMENT**

- 5.1 The said Homeowners Association will be responsible for conserving the environment. The parties acknowledge that they are aware that the Kalashe and Hickman's Rivers, the natural drainage channels and indigenous coastal thicket must be preserved. The parties agree that the Homeowners Association shall have the right and is obliged to enforce the protection of the environment and should anybody be found damaging the indigenous bush or disturbing bird life, the Association and/or the Developer shall have the right and be obligated to levy strict fines and penalties against them.
- 5.2 The parties acknowledge and agree that all improvements or alterations on the property will be made in strict accordance with the conditions as laid down by the Department of Water Affairs, the Chief Directorate Nature and Environment Conservation and Department of Nature Health and Population Development.
- 5.3 The parties acknowledge that certain township conditions are to be imposed on the property and are to be enforced by the Homeowners Association and the Members agree to comply with such conditions at all times.
- 5.4 A permanent Staff Member shall be employed by the Developer and/or the Homeowners Association who will be responsible for environmental conservation and security.
- 5.5 In terms of an environmental report, it is the aim of the Developer and the Homeowners Association to turn the existing Kalashe River into a bird sanctuary, to upgrade the existing security fencing and to construct the footpaths and boardwalks in strict accordance with the environmental planning. It is further acknowledged that the planned boardwalks will be

built on the Developer's and/or Homeowners Association's property and the Member acknowledges that he is aware of the siting thereof.

- 5.6 A natural drainage channel will be constructed over the property and the Member acknowledges that the siting thereof has been pointed out to him and is aware of such a proposed channel.
- 5.7 Due to the natural beauty of the area in, which the property is situated the parties agree that the intention of this development shall always be to enhance the natural environment and it shall always be the aim of the Homeowners Association and all owners to preserve the natural environment, the marine life and the flora and fauna present.

**5. MEETINGS OF THE COVE ROCK HOME OWNERS ASSOCIATION COUNTRY ESTATE ( all property-owners in good standing)**

- 6.1 Meetings shall be held upon 7 (Seven) days written notice, which notice may also be in the form of an electronic mail (as approved at SGM held on 24 November 2011), to members for the purpose of convening a meeting, provided that the members may all agree to dispense with such notice in respect of any such meeting.

The Annual General Meeting will be held within 6 (six) months of the end of the financial year that is February but before the end of August of that year. Considerations may be given to a reasonable change of date in certain/acceptable circumstances that may include incidences such as a health pandemic and the like.

A quorum at all meetings shall be a minimum of 66 (sixty-six) of registered owners of property. Maximum written and signed proxy votes will not exceed 3 (three) of the total registered Owners present.as follows:  
registered owner/s may have a maximum of three proxies for all properties owned or stand in as proxy for their own property plus two.

Failure to meet quorum: The meeting will be delayed by 30 (Thirty) minutes. If after this delay a quorum is not met a further meeting will be called within 21 (Twenty-One) days. A quorum will be the number of members in attendance. (Clause amended at AGM 19 September 2006.)

- 6.2 A Special General Meeting (SGM) may be called by direction of the Management Committee, or upon request, addressed to the Management Committee signed by at least 66 (sixty-six) individual registered owners, setting forth an agenda for such a meeting. Should a SGM not be held within thirty (30) days after such a request, a SGM may be held without the authority of the Management Committee. Any decisions taken during such a SGM will be implemented and carried forward by the Management Committee providing the requirements of 6.2 above have been met

## **7. LEGAL PERSONA AND INSTITUTION OF ACTION**

- 7.1 It is recorded that this Association constitutes its own legal persona, quite separate and distinct from the members who constitute the Association. The Association shall be entitled to institute action out of any Court, having jurisdiction for all or any of the obligations and duties imposed upon the members in terms thereof or defend any action against it.
- 7.2 The Constitution does not admit to the distribution of its profits or gains to any persons other than the members with whom or, on whose behalf the transaction took place, and does not confer upon any person any benefit other than benefits accruing to that person from transactions with, or on behalf of, that person, except as regards any receipts or accruals from investments (including the letting of property to non-members) by any such association.
- 7.3 The Owner of any Erf shall without compensation be obliged to allow electricity, telephone and television cables and/or wires and main and/or other water pipes and the sewage and drainage including storm water, of any other erf or erven to be conveyed across this erf, if deemed necessary by the Local Authority, Developer or Homeowners Association and in such manner and position as may from time to time be reasonably required.
- 7.4 This shall include the right of access to the erf at any reasonable time for the purpose of construction, altering, removing or inspecting any works connected with the above.
- 7.5 Every dwelling erected, or to be erected, on any of the erven must comply with and follow the specifications relating to septic tanks as indicated on the Annexure hereto marked "A"

## **8. AMENDMENTS TO THE CONSTITUTION**

- 8.1 The Members may amend this Constitution and any rules common to all members by way of Resolution passed by 51% (Fifty One Percent)) majority of those members present or represented by a written and signed proxy to a maximum of 20% (Twenty Percent) of the total registered Owners present at a general meeting.
- 8.2 A copy of any amendment to this Constitution shall be lodged with the Buffalo City Municipality or its successors in title.

The foregoing conditions, including this clause, will be binding upon any purchaser and his successors-in-title, and will be recorded in their entirety in all subsequent deeds of sale of the property and if possible, will be registered in the Title Deed of the property.

The purchaser acknowledges, notwithstanding the contents of this document, that the provisions of the Department of Local Government will apply to the property.

## **9. MANAGEMENT COMMITTEE**

### **9.1 ELECTION**

- 9.1.1 The Homeowners Association shall form a Management Committee to govern the affairs of the Association, which committee shall be elected

Members of the Management Committee shall be elected at every third Annual General Meeting and shall serve three-year terms and, at the end of their first term of office, be eligible for re-election for one further consecutive three-year term.

The Management Committee shall consist of not less than 5 (five) members and not more than 10 (ten) members (clause amended at the AGM 13 November 2021). If possible, each phase of the development should be represented. At their first meeting the members of this committee shall elect a Chairman, Vice Chairman, Secretary and Treasurer from within the body of the Committee.

- 9.1.2 A committee member must be a member or spouse of a member of the Homeowners Association. The committee shall have the power from time to time to appoint a member to the committee to fill casual vacancy or as an additional committee member subject to the numerical limitation above.

If any position on the Management Committee becomes vacant, for any reason, the Management Committee shall have the power to co-opt such other person/s as it may see fit, to fill such open position/s. Such co-opted members of the Management Committee shall be full members of the Management Committee and shall serve until the following AGM at which elections take place, or until they otherwise depart office. Such member/s may be a tenant but will not have any voting rights.

All co-opted members must be approved by the majority of the Management Committee and cannot be appointed on an ad-hoc basis.

- 9.1.3 A Committee Member shall cease to be a Member of the Committee upon the Committee Member's resignation or, should the Committee Member fail to attend two consecutive meetings of the Management Committee without special leave of absence from other Committee Members. Nothing in this Constitution shall prevent a General or Special Meeting of the Homeowners Association from removing any Committee Member by a majority vote. A member may not be part of the Management Committee should their levy payment be in arrears for a period longer than sixty (60) days.

- 9.1.4 Members elected or appointed to the Management Committee must be allocated a management portfolio relating to the Estate functions agreed to or required at such time and are expected to produce reports

at each AGM relating to the portfolio allocated to them. The Management Committee Chairperson will ensure that all members contribute to the wellbeing of the Estate and its residents.

- 9.1.5 No member of the Management Committee may receive payment for performing a function on the Management Committee in the form of a salary, wage or honorarium if not approved by AGM or SGM.

## **9.2 POWERS, DUTIES AND FUNCTIONS OF THE MANAGEMENT COMMITTEE**

- 9.2.1 The business of the Homeowners Association shall be controlled and managed by the Management Committee, who may exercise all such powers of the Homeowners Association as are not, by this Constitution, specifically required to be exercised by the Members in a General Meeting, or as may be prescribed by the Homeowners Association at a General Meeting. In general, the Homeowners Association shall have all powers that a company has in terms of Schedule 2 of the Company's Act, and which shall be exercisable by the Management Committee subject to the aforesaid limitation.
- 9.2.2 The Management Committee may not, without the sanction of a General Committee, borrow funds, nor mortgage or, in any other way encumber its property whether outright or as security for any debt, liability or obligation of the Homeowners Association.
- 9.2.3 The Management Committee may employ such persons in its discretion as are reasonably required to attend to the day-to-day business of the Homeowners Association on such terms and conditions as it may from time to time decide. Job descriptions for all staff must be produced and their performance appraised annually.
- 9.2.4 The Management Committee shall propose rules and accept proposals for rules or amendments to rules for the general conduct at the Development, which rules shall be tabled at a General or Special General Meeting for approval.
- 9.2.5 The Management Committee shall cause Minutes to be kept of all meetings and these shall be made available for scrutiny by all members of the Homeowners Association within 7 days of such meeting.
- 9.2.6 The Management Committee shall appoint an Accounting Officer annually, who shall be required to report to the Homeowners Association on the financial statements, as prepared and approved by the Management Committee.
- 9.2.7 No member may act or claim to represent the homeowners association without the authority of the majority of the Management Committee.

9.2.8 The Management Committee shall be responsible to ensure that there are adequate written standard operating procedures which guide staff on how to conduct the business of the Estate, such as Financial controls and reporting, purchasing policy, use of vehicles, performance appraisal, disciplinary and grievance procedures etc.

### **9.3 PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

9.3.1 The Management Committee (EXCO) shall meet together for the despatch of business adjourn and otherwise regulate their meetings, as they think fit. Such meetings should be held at least once a month. Notice of all exco meetings must be sent to each EXCO member by email together with the agenda for the meeting by the Secretary seven days prior to the meeting. Questions arising at any meeting shall be decided by most votes. In the event of any equality of votes, the Chairman shall have a second casting vote. Should something urgent arise it can be addressed through discussion on social media groups and a resolution can be signed by ALL members of the Management committee if one does not sign the resolution is invalid. Any Management Committee Member or may, and the Secretary (at the request on the requisition of a Committee Member) shall, at any time convene a meeting of the Committee.

9.3.2 A Committee Member shall not vote in respect of any contract or proposed contract with the Homeowners Association in, which the Committee Member is interested, or on any matter arising there from, and should the Committee Member so vote; the Committee Members vote shall not be counted. It is incumbent upon every Committee Member to declare his/her interest in any contract to be debated by the committee. In addition, no Management Committee member may participate in any decision making or voting process where that Committee Member is directly involved, Such Committee member must recuse him/herself should there be a vested interest or as determined by the Majority of the Management Committee.

9.3.3 The quorum at meetings necessary for the transaction of the business of the Committee shall be not less than four (4) Members of the Committee and if there are more than seven (7) Members on the Committee, not less than 50% of the number of Committee Members shall form a quorum.

9.3.4 A resolution in writing, signed by all Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held. Such resolutions shall be deemed to be a Minute of the committee meeting and recorded at the next meeting of the Management Committee.

9.3.5 If the Chairman is not present at a meeting the Vice-Chairman shall act in his/her stead. In the event of both the Chairman and Vice-Chairman not being present at any meeting, then those present shall, after waiting

five (5) minutes after the time appointed for the holding of the meeting, elect one of their number to be Chairman of the meeting.

9.3.6 The Management Committee may delegate any of their powers to a sub-committee consisting of such member or members of their body, as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the Management Committee and shall be chaired by a Member of the Management Committee. Any decision taken by such a sub-committee must be ratified by the Main management Committee before implementation.

9.3.7 All acts done by any meeting of the Management Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Committee Member or person acting as aforesaid or that they or any of them were disqualified, they will resign with immediate affect.

9.3.8 Any requests for information by members to the Management Committee (by example, financial information and minutes of meetings) must be complied with by the Management Committee within fourteen (14) working days of the request subject to compliance of the POPPI ACT

9.3.9 Should a Management committee member fall in arrears with his/her levies he/she will have no say or vote on the management committee after 60 days he/she will resign or if not asked to be resign by the chairman

## **10. FINANCES**

10.1 The financial year-end of the Association shall be the last day of February in each year.

10.2 An auditor shall be appointed by the homeowners in an Annual General Meeting to present an Audited Financial Statement on the accounts of the CRHOA at the end of the financial year as stipulated in clause 10.1. Such Auditor shall be required to report to the Homeowners Association on the annual audited financial statements.

The Finance Portfolio holder shall present this report counter-signed by the Chairman or Vice-Chairman, reflecting the income and expenditure of the previous financial year. The financial statements shall also reflect monies on hand and a list of debtors and creditors.

10.3 The Management Committee shall present to the Annual General Meeting, for the approval by Members, an estimate of the anticipated costs for the ensuing year, which costs shall be broken down into a monthly levy per member.

- 10.4 Should it at any time become apparent to the Management Committee that the anticipated expenditure estimate is inadequate or, should it become necessary for the Association to incur extraordinary expenses, the budget shall be referred to a Special General Meeting of members in order to raise the levies. The Management Committee is authorised to incur extraordinary expenses up to R200 000.00 (Two Hundred Thousand Rand) to meet emergencies, which expenditure shall, as soon as possible thereafter, be referred to a Special General Meeting for ratification. The Special or Annual (as appropriate) General Meeting shall approve such expenditure, which has been incurred in good faith by the Management Committee.
- 10.5 Levies shall be paid within 7 (seven) days of due date and failing such payment, shall carry interest at a rate to be linked to the prime bank rate.
- 10.6 The Management Committee shall appoint a managing agent approved by an AGM or SGM that shall keep, or arrange to be kept, all accounting records that are required or necessary to enable the Committee to compile financial statements, which will indicate the financial state of the affairs of the Homeowners Association at any given time.
- 10.7 The Treasurer shall present to every monthly meeting a report showing the income and expenditure incurred for the previous period, together with a statement showing bank balances and any outstanding debtors and creditors.
- 10.8 No Member on ceasing to be a Member shall be entitled to repayment of any reserve funds of the Association.
- 10.9 In the event of any Member being in arrear with any levies, the Management Committee may request the Attorney attending to the transfer on the sale of the member's property, to withhold same pending the arrears being brought up to date or guaranteed.
- 10.10 In the event of the Management Committee having to commence legal proceedings against any person for monies owing to the Association, the Association shall be entitled to recover the legal costs on an attorney/client scale from the member.
- 10.11 The Management Committee may, in its sole discretion, withdraw services to any member who is in arrears with levies, after giving at least thirty (30) days written notice of the intention to withdraw services.
- 10.12 In the event of the Management Committee incurring costs to ensure compliance by a member of the Rules of the Association, or in the event of the Management Committee instituting action against the member on behalf of the Association in respect of arrear monies or to enforce compliance with any rule or a contravention of any rule, the member,

against whom a Judgement has been given, shall be liable to the Association for all costs, on an attorney/client scale.

- 10.13 Each registered Homeowner chooses as his/her/its domicilium citandi executandi the erf so owned and agrees that such erf shall be able to be declared specially executable in the event of the Homeowner falling into arrears with the levies payable to the Cove Rock Homeowners Association.

## **11. CONDUCT RULES**

The Management Committee members shall conduct themselves using the guidelines contained within the Code of Conduct. All Management Committee members shall sign an agreement to conduct themselves within the guidelines of the Code of Conduct. Any member of the Management Committee that breaches the code of conduct rules will be subjected to an investigation by the Management Committee who may pass the appropriate sanction (by majority), such as removal from the Management Committee.

## **12. BUILDING RULES AND REGULATIONS (clauses 12.8 to 12.11 added as approved at AGM 23 June 2015)**

### **12.1 BUILDING RULES**

Building rules currently exist and apply, a copy of which is attached hereto as Annexure A (clause amended to include rules as an annexure, as approved at AGM dated 25 June 2013). Read in conjunction with Clause 12.8 here below.

### **12.2 BOUNDARIES AND ENCLOSURES**

Boundary fencing is not permitted. Owners are encouraged to plant indigenous trees and shrubs on the boundaries. The enclosure of plots is limited to the creation of courtyards for washing lines, braai areas, animal enclosures etc. and must be indicated on all building plans. It is compulsory to create or build a courtyard to enclose newly erected washing lines that are visible from the outside of a homeowner's property (effective as from AGM held on 26 June 2012).

### **12.3 GARAGES, CARPORTS AND OUTBUILDINGS**

No freestanding structures are permitted. Garages, carports and/or other outbuildings must be attached to the main structure, must be erected in line with BCM Regulations and approved plans. This does not apply to pergolas and shade cloth temporary structures (clause amended at AGM dated 23 June 2015).

### **12.4 WINDOWS**

Windows should preferably be of a vertical proportion and window frames must be made of timber or bronze anodised aluminium (clause amended at AGM held on 26 June 2012).

## **12.5 SEPTIC TANKS AND FRENCH DRAINS**

Must be constructed to the specifications of the Buffalo City Municipality. These must be of adequate capacity and situated so as not to create discomfort to neighbours.

## **12.6 TIME SPAN OF BUILDING**

The time span of building from start to finish is 9 (nine) months (period extended at AGM held on 23 June 2015). If a longer period is required, permission, in writing, must be requested from the Building Committee.

The homeowner must ensure that a portable toilet for builders is placed on the building site and must ensure that it is cleaned and disinfected at all times (clause added at AGM held on 26 June 2012).

Trenches for foundations are to be clearly indicated and marked / taped for safety reasons and foundations to be completed within a period of 14 (fourteen) days. (Clause added at AGM held on 23 June 2015).

## **12.7 MAINTENANCE OF PROPERTY**

All buildings on the property, including all walls, gates and other structures, as well as gardens and courtyard areas exposed to public view, must be maintained in a neat and tidy condition and in a state of good repair.

## **12.8 HOMEOWNERS RESPONSIBILITY (Amended at the SGM 31 March 2022)**

Homeowners are responsible to ensure that structure/s are positioned and built as per the approved plans. No Building Line transgressions shall be allowed. The services of a Land Surveyor should be obtained should any uncertainty exist. [Building line transgressions shall only be allowed, if:](#)

- The Management Committee and Building Committee in their sole discretion approves the transgression after formal application is submitted by the owner for this purpose; and
- The affected neighbours to the property on the sides where the transgression is planned, or has been made, consents to the transgression.

## **12.9 PLAN SUBMISSION FEES**

Plan submission fees are payable when the plans for a new home/dwelling are submitted to the offices of the CRHOA. A reduced fee may be payable in respect of alterations, additions etc. Please refer to the Building Regulations (Annexure A) for fees payable, which will be reviewed annually.

## **12.10 DECKS**

Plans are required for any deck/s to be constructed.

## **12.11 EXPOSED GEYSERS ON ROOFS**

No exposed Geysers are allowed on the roof of a structure unless prior written approval has been obtained from the CRHOA Building Committee.

### **13. ESTATE RULES**

#### **13.1 FLORA AND FAUNA (clauses 13.1.2 to 13.1.10 added as approved at AGM 25 June 2013)**

- 13.1.1 No property owner, tenant, occupier or their employees and/or visitors shall harm or interfere with, in any manner whatsoever, the flora and fauna forming part of the common property of Cove Rock Country Estate and shall cause no nuisance to the animal life by either himself or his pets.
- 13.1.2 The Greenbelt areas of the Estate are registered with the Local Environmental Authorities and any person who removes indigenous bush/trees from the Greenbelt will be required to rehabilitate the area affected and will face a maximum fine. The committee also reserves its right to report any offenders to the Environmental.
- 13.1.3 No person shall conduct any gardening and / or landscaping on common areas and / or the golf course / Greenbelt (without the prior written authority of the committee or pick any flowers or plants on or about the common areas.
- 13.1.4 Littering in the Estate is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 13.1.5 Camping in the open areas is prohibited. Fires may not be lit on or about common areas except in places specifically designated by the association for that purpose. Those lighting fires may not use wood from the Greenbelt or common areas.
- 13.1.6 No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Estate other than in self-defence. Hunting and trapping in any manner is strictly prohibited excepting in the case of problem animals and shall at all times be under strict control and carried out by a professional.
- 13.1.7 In order to effectively manage water resources, no borehole may be sunk on or about the Estate without the prior written consent of the association. Notwithstanding the foregoing, the association may require residents to limit and / or cease the extraction of water from boreholes. For this purpose, the association may require residents to fit meters to their boreholes at their own expense in order to monitor the use of borehole water. Should any resident fail to comply with any directive of the association pursuant to this clause, the association shall be entitled to seal the relevant borehole.
- 13.1.8 No persons shall pollute or permit the pollution of any dam and / or stream on or about the Estate by any substance that may in any manner be injurious to any plant, animal or bird life or which may in any way be

unsightly. Any fish caught in dams and / or streams within the Estate must be released back into the water.

- 13.1.9 The use of fireworks on the Estate is strictly prohibited.
- 13.1.10 The feeding of monkeys on the Estate is strictly prohibited.
- 13.1.11 The association will maintain the requirements of any Environmental Management Plan (EMP) which is enforced by any Government department having the authority to ensure compliance to such an EMP.
- 13.2 REFUSE REMOVAL (new clause added as approved at AGM 25 June 2013)
  - 13.2.1 All refuse (whether domestic or garden) shall be kept in separate suitable containers which shall not be visible from any road, except when placed on driveways for purposes of collection by the Estate waste collection service.
  - 13.2.2 Garden refuse of a minor nature shall be collected by the Estate Garden waste collection service. If the amount of Garden waste is very large then the homeowner will have to contract to have it removed and must liaise with the Estate Manager in this regard.
  - 13.2.3 Placement of domestic refuse should only be made on the day of collection.
  - 13.2.4 No refuse, garden waste or building rubble may be dumped in the Greenbelt and maximum fines will be imposed on any homeowner found to be infringing this rule.

### **13.3 DOMESTIC ANIMALS**

- 13.3.1 Unless written authority has been given by the association to any member, only domestic animals posing no danger may be kept, which shall be limited to 2 (two) Dogs and 2 (two) Cats per erf. Homeowners who own more dogs or cats as per the rules, will not be entitled to replace an animal upon its death (new clause added as approved at AGM 25 June 2013).
- 13.3.2 All animal owners must have a courtyard.
- 13.3.2 Residents are to tag all pets. Their name and telephone number are to be stated on the tag.
- 13.3.3 Dogs found wandering around without a tag will be taken to the SPCA immediately. The owners of tagged animals will be contacted. After three offences the animal will be taken to the SPCA and the Homeowner will be liable for the costs
- 13.3.4 Cat owners are required to either spay or neuter their cats and all cats must wear a collar with a bell.

- 13.3.5 Dog owners whose dogs go on heat are to take them to a kennel facility.
- 13.3.6 All pet owners are obliged to abide by the Municipal Control Laws.
- 13.2.7 Dogs shall not be allowed on common property unless under strict control and on a handheld leash. If any dog digs holes and / or otherwise damages common property, the relevant owner shall be required to repair the damage (new clause added as approved at AGM 25 June 2013).
- 13.3.8 A packet or “pooper scoop” must be taken when walking dogs within the boundaries of the development.
- 13.3.9 Visitors to the Estate are not allowed to bring pets into the Estate (new clause added as approved at AGM 25 June 2013).
- 13.3.10 If animals are brought into or found upon the Estate contrary to the provisions of these rules or if any animal creates a nuisance to other residents, the association shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either (new clause added as approved at AGM 25 June 2013) –
- 13.3.10.1 require the relevant owner to remove the animal from the Estate; and / or
- 13.3.10.2 itself remove the relevant animal from the Estate and to claim all costs so incurred from the relevant owner.

#### **13.4 SECURITY (new clause added as approved at AGM 25 June 2013)**

- 13.4.1 The Executive Committee may from time to time furnish rules in respect of security, a copy of which is attached hereto as Annexure B.
- 13.4.2 All security procedures brought into force from time to time must be strictly adhered to at all times by all persons inside the Estate and members shall furthermore be responsible for the actions and behaviour as well as compliance with all rules and security procedures of all visitors/tenants/contractors who gain access to the Estate under their authorization.
- 13.4.3 The right of admission to the Estate shall be under the control of the association who may on any reasonable grounds deny any person access to the Estate. All live-in domestic workers and / or caregivers may be considered as residents of the estate but must be registered on the biometric system for access control.

#### **13.5 TRAFFIC**

- 13.5.1 A maximum speed limit of 30 (thirty) km/ph shall apply but a 20 (twenty) km/ph limit is recommended on roads in built up areas of the Estate. Provided that lower speed limits may be imposed by the association where it deems fit. It is important.

- 13.5.2 No person shall drive any vehicle at any place within the Estate unless they are the holder of a valid current driver's licence which would permit them to drive such vehicle upon a public road.
- 13.5.3 All vehicles other than motor cars, i.e. trailers, caravans, boats and the like may not be parked on any roads, vacant erven or other common areas and may only be parked on the owners property. Any vehicle parked in contravention of this rule may be removed from the Estate by the association. The relevant owner shall be responsible for all costs so incurred (new clause added as approved at AGM 25 June 2013).
- 13.5.4 No Quad Bikes/Four wheelers are not allowed on the roads in the Estate and Scrambler Bikes can only be used to travel from point A to point B (the rider must wear a helmet). No off-road biking/vehicle driving is permitted within the boundaries of our Estate (new clause added as approved at AGM 25 June 2013).
- 13.6 RECREATIONAL AND ENTERTAINMENT FACILITIES (new clause added as approved at AGM 25 June 2013)**
- 13.6.1 No vehicles are allowed to drive on or over the golf course.
- 13.6.2 The tennis /netball court is reserved for playing tennis and netball only and is not to be used for any other activity.
- 13.6.3 The swimming pool is reserved for residents and their guests. Residents will be accountable for the behaviour of the all people using the pool at their invitation. The consumption of alcohol within the pool area is strictly prohibited.
- 13.6.4 The clubhouse is for the use and entertainment of Homeowners and their guests and residents will be accountable for the behavior of the all people visiting the clubhouse at their invitation. The Committee has the right to refuse entry to the clubhouse to any resident and / or his/her guest(s) who act in an unacceptable manner.
- 13.7 NO NUISANCE**
- 13.7.1 No person will do, or allow to be done on the property, anything which, in the opinion of the Committee, is noisy, unsightly, injurious, objectionable or detrimental, or a public or private nuisance, or a source of damage, or disturbance to any other owner, tenant or occupier of property at Cove Rock Country Estate.
- 13.7.2 Loud music and other undue noise must be avoided. Residents are urged to liaise with neighbours if they intend to hold an event or carry out certain works on their property which could involve louder than normal noise levels (new clause added as approved at AGM 25 June 2013).

**13.8 LETTING AND SALES (new clause added as approved at AGM 25 June 2013)**

13.8.1 These rules apply to and are binding upon all tenants. An owner (or his agent) who intends to let an erf shall –

13.8.1.1 furnish his tenant with a copy of these rules; and

13.8.1.2 furnish the association with a copy of the relevant signed lease which shall contain a clause in terms of which the tenant acknowledges and agrees that these rules and the Estate's Constitution are binding upon him/her and are enforceable against him/her by the association.

13.8.2 Homeowners/Landlords (a person or organisation that owns a building or an area of land and is PAID by other people for the use of thereof (includes Airbnb, Bnbs, Guest Houses), will be required to pay a monthly tenant levy, which levy will be reviewed by the association from time to time.

13.8.3 A Homeowner who appoints an estate agent for the purpose of selling his/her property, will ensure that the estate agent abide by such rules and directives relating to advertising, access to the Estate, the holding of show houses and the like as the association may from time to time reasonably determine. Any agent who fails to abide by any such rules and directions may be denied access to the Estate.

**13.9 COMMERCIAL ACTIVITIES (new clause added as approved at AGM 13 November 2021)**

13.9.1 The association is entitled to regulate all commercial activity on or about the Estate. No application for any trading or similar license may be made for the conduct of any commercial activity of any nature from any erf forming part of the Estate without the prior written consent of the association, which consent shall not be unreasonably withheld. Any request for permission / authorisation to commercial activities must comply with regulations as required within the municipal bylaws.

13.9.2 Notwithstanding rule 13.9.1, the operation of guesthouses and the like will be strictly controlled, and all guests are to be made aware of these Rules. Such guesthouses, Air B&B's etc must be registered with the Cove Rock Office. Failure to register such enterprise/s will attract a fine and guests will be denied entry to the Estate.

13.9.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the Estate, without the approval of the committee.

13.9.4 No door-to-door canvassing and / or selling is permitted. The Committee reserves the right to approve any reasonable commercial activities / business / trade within the estate subject to the relevant compliance in

terms of the regulatory municipal framework concerned with the activity. Application for such business must be made in writing to the Management.

### **13.10 NON-COMPLIANCE**

- 13.10.1 In the event of any member failing to comply with a Rule of the Association after having been furnished with written notice to do so, the Management Committee shall be empowered to levy such fine, as is determined by the Management Committee, on the member, not exceeding R2 500.00 (Two Thousand Five Hundred Rand). Prior to levying such fine, the Management Committee shall afford the Member an opportunity to furnish a written explanation for the failure to comply, and, if required by the Committee, shall appear at a meeting of the Management Committee, to answer such questions and to furnish such explanations as the Management Committee may require.
- 13.10.2 A Homeowner who has a grievance or wishes to lodge a complaint of non-compliance of Rules against another Homeowner, is to follow the procedure set out in Annexure C hereto (new clause added as approved at AGM 25 June 2013).

**SIGNED THIS.....DAY OF.....20....**

.....  
**CHAIRMAN**

