



Explore Endless Horizons!

**MOSSSEL BAY MUNICIPALITY
MOSSSELBAAI MUNISIPALITEIT
UMASIPALA MOSSSEL BAYI**

In antwoord verwys na nommer
In reply quote number
Xa Uphendula chaza Le Nombolo

15/4/16/1/4/F Kröger
C 8142382 (AR)

Tel, Imfonomfono: +27 (44) 606 5000
Fax, ifeksi: +27 (44) 606 5062
e-mail: admin@mosselbay.gov.za
web: www.mosselbay.gov.za

2019 Top Performer Good Governance Africa

2020 Best Municipality Western Cape Ratings Africa

27 January 2022

G Germishuizen
Chairman: Blue Ridge Homeowner's Association
P/A Renzke Moore
Status-Mark Eiendombestuur
status5@status-mark.co.za

Sir/Madam

**BLUE RIDGE HOMEOWNERS ASSOCIATION CONSTITUTION: ERF 14799,
MOSSSEL BAY**

Your application dated 25 January 2022, refers.

Attached herewith, the approved Constitution of the Homeowners' Association as requested for safe custody.

Yours faithfully

DIRECTOR: PLANNING & ECONOMIC DEVELOPMENT

/jk



CONSTITUTION OF THE HOME OWNERS' ASSOCIATION OF BLUE RIDGE ESTATE

1. NAME

The name of the ASSOCIATION is **BLUE RIDGE HOME OWNERS' ASSOCIATION**.

2. DEFINITIONS

In this Constitution, unless inconsistent with the context, the following terms shall have the following meanings:

2.1 "Association"	The BLUE RIDGE HOME OWNERS' ASSOCIATION established in terms of Mossel Bay Municipality: By-Law on Municipal Land Use Planning , 2021.
2.2 "Architectural Rules"	Those Rules which control the design of the landscape and buildings (as well as improvements and extensions thereto) to which all Members must adhere to and must be approved by the Members at a General Meeting or via E-voting.
2.3 "Building Rules"	Those Rules which must be adhered to by the Member, contractors, and service providers during the building process of houses and must be approved by the Members at a General Meeting or via E-voting.
2.4 "Conduct Rules"	Those Rules which must be adhered to by Members, Tenants and visitors at all times while in the Development and must be approved by the Members at a General Meeting or via E-voting.
2.5 "Constitution"	The Constitution of the Home Owner's Association of Blue Ridge Estate, as amended and approved with date of commencement of the Constitution from the date on which it is signed by the Chairperson.
2.6 "Committee"	The Management Committee duly elected to represent the Members.
2.7 "Developer"	PURPLE PLUM PROPERTIES 37 (PROPRIETARY) LIMITED, with registration Number 2001/028467/07.
2.8 "Development"	The Development is Erf 14799 Mossel Bay, Mossel Bay Municipality, Division of Mossel Bay, Western Cape Province, in terms of the Architectural Development Code which has been subdivided into a township.
2.9 "E-meeting"	An electronic communication platform that enables participants to actively take part in a meeting through concurrent communication where all participants can at a minimum speak and hear each other in real time. Teleconferencing and Videoconferencing are both acceptable platforms.

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI

27-01-2022

Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

Blue Ridge HOA

Blue Ridge Estate
417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054

www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



2.10 "E-voting"	A secure electronic voting platform that enables participants to vote electronically via a mobile smartphone application or via secure e-mail while ensuring complete anonymity (both who voted and what the choice(s) were), an audit trail of the votes, no duplicate voting, management of the duration of the voting process and providing the results automatically.
2.11 "Environmental Management Plan (EMP)"	A plan that sets out the strategic objectives for the ongoing management of the Development as far as the fauna and flora of the open spaces are concerned considering the Dana Bay Conservancy bordering the Development.
2.12 "Erf/Erven"	One or more of the 101 (one hundred and one) subdivided pieces of individual land in the Development arising from the subdivision of Erf 14799, Mossel Bay, including any improvements erected thereon, but excluding the communal areas.
2.13 "Financial Rules"	Those Rules which are set out as financial policy guidelines and must be adhered to by the Committee when making financial decisions and spending funds of the Association and must be approved by the Members at a General Meeting or via E-voting.
2.14 "Financial Year"	First of March of any year to the end of February of the ensuing year.
2.15 "General Meeting"	A General Meeting of the Members of the Association and includes Annual General Meetings and Special General Meetings.
2.16 "Local Authority"	The Municipality of Mossel Bay, Western Cape Province.
2.17 "Management Agent"	An establishment or person as appointed in terms of the Constitution to assist with secretarial, administrative and/or bookkeeping tasks as agreed.
2.18 "Member"	An Owner who in terms of Section 29(1) of the Ordinance automatically becomes a Member of the Association upon the registration of an Erf in his name.
2.19 "Ordinance"	Mossel Bay Municipality: By-Law on Municipal Land Use Planning, 2021.
2.20 "Person"	An individual, a Company, a Close Corporation, a Trust, a Partnership, or any other association of persons qualified to own immovable property.
2.21 "Pet"	Any small animal, reptile, fish, or bird that has commonly been kept as a pet in family households and that can be fully contained within the Erf due to the fact that the Development is bordering the larger Dana Bay Conservancy area without walls around individual Erven.
2.22 "Recreational Vehicle"	Any vehicle of any kind that is primarily used for recreational purposes such as a caravan, motorhome, camping trailer, fishing boat, jet ski, tricycle, or quad bike.
2.23 "Resolution"	Any decision that can be accepted with a simple majority of votes at a properly constituted General Meeting of the Members or through an E-voting process based on urgency.

Blue Ridge HOA

Blue Ridge Estate

417 Flora Road

Dana Bay 6510

Tel: Status-Mark

+27(0)44 691 3054

www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI

27-01-2022

Privaatsak / Private Bag X29
Mosselbaai / Bay 6500



2.24 "Rules"	A set of Rules that flow from the Constitution, compiled by the Committee, to assist the Committee to manage the affairs of the Home Owners' Association effectively. This includes but is not limited to the Architectural Rules, Conduct Rules, Building Rules, Builder's contract, and Financial Rules.
2.25 "Special Resolution"	Any decision that can only be accepted by more than a simple majority at a properly constituted General Meeting of the Members, as required by this Constitution.
2.26 "Spouse"	Means, in relation to any other person, a person who is the life partner of that person: <ul style="list-style-type: none"> a. in a marriage or customary union recognized in terms of the laws of the Republic of South Africa; b. in a union recognized as a marriage in accordance with the tenets of any religion; or c. in a same sex or heterosexual union which is intended to be permanent, whom can only serve on behalf of the Member and not together with the Member on the Committee.
2.27 "Tenant"	Any person who legally occupies an Erf in the Development
2.28 "Vehicle"	Any motor vehicle, trailer, motorcycle, or Recreational Vehicle, of any kind, powered by or drawn by either mechanical, electrical, or animal means. Where applicable such Vehicle must be licenced as required by the Traffic Control Act.

Unless the context indicates the contrary, all definitions and wording given in the singular shall also include the plural and vice versa and all definitions and wording that refer to one gender shall also include the other genders.

The English version of all documentation will be regarded as the officially approved version to be used for interpretation in any disputes. Versions translated into additional languages will be for convenience only.

Any written request or written notice can be submitted to the Secretary or the Management Agent in person, via registered mail or electronically via e-mail.

3. OBJECTIVES OF THE ASSOCIATION

The objectives of the Association are:

- 3.1 To further and maintain the standards and in particular the unique and distinctive character of the Development in such a way that the Members get the largest joint benefit from it, and to protect and promote future values;



[Handwritten signature]



- 3.2 To further and maintain the aesthetic-, environmental- and architectural style and design principles of the Development in order to create a harmonious Development;
- 3.3 To Maintain sound and legal financial administration in the Association and between the Association and any other parties;
- 3.4 To further and maintain the perimeter security of the Development without compromising the unique and distinctive character of the Development. This can be achieved through a combination of different security technologies and may include an effective access control system;
- 3.5 To further and maintain the Rules and to ensure that the Rules are set out clearly and reasonably for owners subject to Clause 9.2.7 and that the rules be strictly adhered to; and
- 3.6 To be responsible for the administration, maintenance and repair of the common property including, but not limited to, the following:
 - 3.6.1 natural environment as far as flora and the free movement of *fauna* are concerned in conjunction with a sound Environmental Management Plan,
 - 3.6.2 roads and street lighting;
 - 3.6.3 gardens, green belts and, landscaping;
 - 3.6.4 storm-water management;
 - 3.6.5 boundary fence, entrance gates and access control system;
 - 3.6.6 buildings;
 - 3.6.7 refuse removal;
 - 3.6.8 appointing and managing capable service providers; and
 - 3.6.9 complying with all applicable laws and by-laws.

4. ESTABLISHMENT AND MEMBERSHIP

- 4.1 The Association has as Members the owners of Erven arising from the subdivision of Erf 14799 MOSSEL BAY, Mossel Bay Municipality, Division of Mossel Bay, Western Cape Province, which Members are co-liable for expenses incurred in connection with the Association. The Association comes into being when any Person other than the Developer becomes the owner of an Erf or when a Certificate of Registered Title in respect of an Erf is registered in favour of the Developer. Membership of the Association is limited to the registered owner of the Erf providing that:

Blue Ridge HOA

Blue Ridge Estate

111 Flora Road

Dana Bay 6510

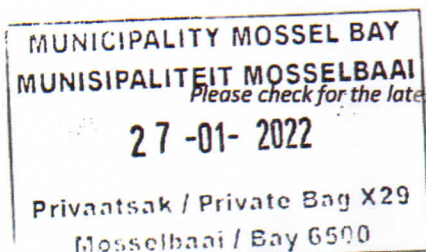
Tel: Status-Mark

+27(0)44 691 3054

www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>





- 4.1.1 where any such registered owner is more than one Person, all the registered owners of that Erf jointly and severally are deemed to be one Member of the Association; and
- 4.1.2 a Person who is entitled to register a Certificate of Registered Title in respect of any Erf, is deemed to be the registered owner thereof.
- 4.2 When a Member ceases to be a registered owner of an Erf, he then ceases ipso facto to be a Member of the Association.
- 4.3 No Member shall alienate an Erf unless it be made a condition of the alienation that:
 - 4.3.1 the transferee become a Member of the Association; and
 - 4.3.2 registration of transfer of that Erf to the name of the transferee ipso facto causes the transferee to be a Member of the Association.
- 4.4 The registered owner of an Erf may not resign as a Member of the Association.
- 4.5 The rights and obligations of a Member are not transferable, and each Member shall:
 - 4.5.1 promote the objectives and interests of the Association to the best of his ability; and
 - 4.5.2 comply with all decisions of this Association and all its obligations under this Constitution provided that a Member is entitled to cede his Rights under this Constitution as collateral to the holder of a mortgage bond registered against that Member's Erf.

5. STATUTORY AND GENERAL DUTIES OF MEMBERS

Over and above his obligations in terms of general Municipal Ordinances and Regulations, as well as all applicable laws:

- 5.1 Each Member shall see to it that all Tenants of his Erf or visitors to his Erf comply with the Rules and obligations of this Association, or any condition imposed on the Development;
- 5.2 No Member shall use his Erf or any part of the communal property, nor allow it to be used, in a way or for a purpose that harms the character of the Development;
- 5.3 No Member shall transgress any law, ordinance, regulation, proclamation, statutory rulings or the conditions of any license that pertains to or affects





the occupation of his Erf or the communal property, or the title conditions pertaining to his Erf, nor allow them to be transgressed;

- 5.4 No Member shall offload, erect, or construct a structure or make an improvement on the Erf subject to 10.2;
- 5.5 No Member shall erect or place or allow any advertising boards, signs, notices, or estate agent boards of whatsoever kind on his Erf or on the communal property inside the Development or on the pavements outside the Development;
- 5.6 No Member shall park any Vehicle, nor allow any such Vehicle to be parked by any other person, in a spot other than on the Member's own Erf;
- 5.7 No Member or Tenant shall place or store any refuse or refuse containers on his Erf in such a way that it is visible from outside the Erf. The Member or Tenant of an Erf shall move the refuse receptables to the place designated for collection purposes on the days and at the time designated by the Conduct Rules. All refuse shall be removed by the Association in accordance with the rules imposed by Municipal regulation;
- 5.8 The Pet policy forms part of the Conduct Rules and will provide conditions in regard to keeping of Pets. No Member or Tenant of an Erf may without the prior written consent of the Committee, which consent shall not be unreasonably withheld, keep a Pet on his Erf: Provided that the Committee may withdraw any such consent if the Member or Tenant breaches any condition so imposed. Cats are not allowed. Any Member or Tenant suffering from a disability and who reasonably requires a guide, hearing or assistance dog, must be considered to have the Committee's consent to keep that animal on his Erf and to accompany him on the common property;
- 5.9 Each Member shall be obliged to keep tidy and maintain his Erf in such a way that it remains aesthetically and otherwise acceptable to the Committee, based on the Rules;
- 5.10 Each Member shall endeavour always to behave and act in a way that is in the best interest and to the best advantage of all Members of the Development;
- 5.11 No Member shall drive any Vehicle on any part of the communal property except on the designated roads, nor may any other person do so;
- 5.12 No Member shall allow any builders and/or their employees to overnight on his Erf or on communal property. The Association is empowered, through the Building Rules, to prescribe the time and days that the builders and/or their employees may be on the Development;



Blue Ridge HOA

Blue Ridge Estate
417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



- 5.13 The maximum number of persons allowed to reside at any one time on an Erf shall not exceed the number prescribed by the Local Authority Land Use By-law in respect of property zoned for residential purposes;
- 5.14 The speed limit on all roads is 20 km/h and Vehicle noise levels should be kept at a minimum. Motorists should always approach crossings with caution;
- 5.15 Radio signal antennas and satellite dishes (limited in size and quantity) are allowed as per description in the Building Rules;
- 5.16 No Member shall erect washing lines nor hang any washing or laundry in such a way that it is visible from outside the Erf;
- 5.17 Recreational Vehicles are not allowed to be stored on a permanent basis in the Development in such a way that it is visible from outside the Member's Erf provided that:
- 5.17.1 Recreational Vehicles can be brought into the Development on a temporary basis as described in the Conduct Rules;
- 5.17.2 the Member or Tenant has space on his Erf to park the Recreational Vehicle;
- 5.17.3 it is not allowed to be used as sleeping accommodation in the Development; and
- 5.18 Tents are not allowed to be erected to be used as sleeping accommodation in the Development.

6. MEMBER's FAILURE TO MAINTAIN

Should the Member fail to repair or maintain his Erf as above, and/or any such failure continues for a period of 10 (ten) business days after written notice by the Committee or the Management Agent on behalf of the Committee to repair or maintain his Erf, the Committee can remedy the Member's failure and recover the reasonable costs related thereto from such Member, which includes legal costs as between attorney and client.

7. MANAGEMENT

- 7.1 The business and administration of the Association shall be managed by a Committee comprising of 7 (seven) Members or Spouses of Members of the Association elected by way of majority vote by Members for a term of office of 2 (two) years provided that:

- 7.1.1 Vacancies occurring as a result of the term of elected or co-opted Committee members ending shall be filled by electing or re-electing

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI

27-01-2022

Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

Blue Ridge Estate
417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054

www.blueridgeestate.co.za

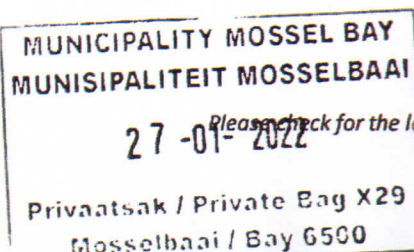


<https://www.blueridgeestate.co.za>



Committee members at each ensuing Annual General Meeting of the Association;

- 7.1.2 No Member or Spouse of a Member shall be eligible for election or re-election unless duly nominated in writing and seconded by a Member, which nomination shall also be signed and accepted in writing by the nominee, and submitted to the Secretary or Management Agent of the Association no later than 3 (three) business days preceding the meeting;
- 7.1.3 The form to be used for nominations must be formally approved at a General Meeting;
- 7.1.4 No Member or Spouse of a Member shall be eligible to be elected to the Committee, or if already elected to the Committee, will be deemed to have resigned from his office if:
- 7.1.4.1 His contributions and levies have not been settled in full;
 - 7.1.4.2 He was conditionally or finally sequestrated by a competent court;
 - 7.1.4.3 He made any arrangement or reached an agreement with his creditors;
 - 7.1.4.4 He was convicted by a court of law of an offence involving dishonesty;
 - 7.1.4.5 He was removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;
 - 7.1.4.6 He was found to be incapable of contracting by a competent court;
 - 7.1.4.7 He is or becomes disqualified to hold office as a director of a company in terms of the Companies Act, 2008 (Act No. 71 of 2008);
 - 7.1.4.8 He resigned as a Committee Member in writing;
 - 7.1.4.9 He failed to attend two consecutive meetings of the Committee without any excuse; and
 - 7.1.4.10 He no longer is a Member of the HOA.



Blue Ridge HOA

Blue Ridge Estate

417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054

www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



- 7.1.5 If sufficient nominations were not received prior to the Annual General Meeting, nominations from the floor, with associated secondment, can be accepted during the meeting.
- 7.1.6 Members or Spouses of Members residing in the Development or within close proximity of the Development are preferred as Committee members for practical purposes with reference to the allocated responsibilities of Committee members that need physical presence such as gardens, buildings and security.
- 7.2 The Committee shall comprise:
- 7.2.1 A Chairperson, elected by the Committee members by a majority of votes, with primary responsibility to preside at all meetings;
- 7.2.2 A Secretary, elected by the Committee members by a majority of votes, with primary responsibility to constitute meetings, take minutes and effective communication to Members with assistance from the Management Agent;
- 7.2.3 A Treasurer, elected by the Committee members by a majority of votes, with primary responsibility to ensure proper financial management and reporting with assistance from the Management Agent. Payment instructions to the Management Agent on behalf of the Committee must come from the Treasurer based on a formal Committee decision;
- 7.2.4 Four (4) ordinary members with responsibilities as allocated by the Committee from time to time; and
- 7.2.5 Four (4) Committee members shall form a quorum.
- 7.3 A Committee member's term of office is valid from his appointment at the Annual General Meeting.
- 7.4 The Committee must within 15 (fifteen) business days after the Annual General Meeting schedule a meeting with the first point of business to elect office bearers (Chairperson, Treasurer and/or Secretary) where a vacancy might exist.
- 7.5 The Committee may at any point remove an office bearer through a vote of no confidence provided that the member being removed from office:

7.5.1 is given detailed reasons on which the proposed removal will be based;

7.5.2 is given a fair opportunity to answer the allegations against him;

Blue Ridge HOA

Blue Ridge Estate
417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za





- 7.5.3 remains as a Committee member; and
- the quorum for the meeting taking such decision must be 6 (six) Committee members present in person or by proxy and the decision requires support from at least 4 (four) members.
- 7.6 The Members at a General Meeting may remove any of the Committee members through a Resolution if notice of the meeting contains a clear statement of the proposed removal, provided that:
- 7.6.1 such notice does not automatically remove the Committee member from office prior to the Resolution being adopted; and
- 7.6.2 the Committee member is given a fair opportunity to answer the allegations against him at such Special General Meeting.
- 7.7 Whenever a vacancy occurs, the remaining members of the Committee may appoint a replacement Member or Spouse of a Member who would hold office until the next Annual General Meeting, provided that:
- 7.7.1 Should one of the Chairperson, Treasurer or Secretary positions become vacant, the Committee shall attempt to fill the position by electing one of the remaining Committee members;
- 7.7.2 If clause 7.7.1 is not possible and for any other vacancy the Committee shall communicate such vacancy to all Members and request Members to submit nominations on the appropriate nomination form to be co-opted onto the Committee until the next AGM;
- 7.7.3 Should more than one Member or Spouse of a Member be nominated for a vacant position, the Committee must vote to decide which Member should be co-opted;
- 7.7.4 Should no Members or Spouses of Members be nominated, the Committee can approach Members or Spouses of Members in good standing directly in an attempt to fill the vacancy; and
- 7.7.5 The Committee shall communicate any changes to the Committee to all Members within 2 (two) business days.
- 7.8 Committee members shall not be entitled to any remuneration for their services other than expenses incurred on behalf of the Association and approved by the Committee;

Handwritten signature and initials.



- 7.9 No Committee member shall be liable to the Association or any Member thereof or any other person whomsoever for any act or omission by himself or by the Association or its employees or agents. The members of the Committee shall be and remain indemnified against all costs, claims, legal actions, expenses, losses, or damage sustained by such member as a result of any alleged act or omission in the performance of his duties, provided that such Committee member, with the information at his disposal, acted in good faith and without gross negligence and dishonesty.
- 7.10 Committee meetings shall as far as possible be held each month, or as otherwise determined by the Committee, but not less than quarterly.
- 7.11 Proper books of account and records must be kept of the finances and administration of the Association. Financial statements for each Financial Year shall be prepared and audited annually by a Chartered Accountant. The account books and records must be kept for a period of at least 6 (six) years after finalisation of the transactions, actions, or proceedings. The Committee shall decide when accounting documents older than 6 (six) years can be destroyed.

8. MEETINGS, PROXIES AND VOTING RIGHTS

8.1 Meetings:

- 8.1.1 The Annual General Meeting of the Association shall be held in May of each year on a date determined by the Committee. At least 15 (fifteen) business days' written notice of the meeting, together with the agenda, must be sent to all the Members by the Secretary with the assistance of the Management Agent. Should the Committee fail to convene the meeting within 20 (twenty) business days after the end of May of the year in question, all members of the Committee will be deemed to have resigned and the Members may convene the meeting themselves, with assistance of the Management Agent, to elect a new Committee.
- 8.1.2 The Committee can when in its discretion deems it essential, or must within 10 (ten) business days upon written request of 20% (twenty per centum) of the Members, call a Special General Meeting. This must be done by giving 10 (ten) business days' written notice of the meeting by the Secretary, with the assistance of the Management Agent, to all the Members, setting out the manner of business to be transacted at the meeting. Should the Committee fail to convene the meeting thus requested within 20 (twenty) business days of receipt of such request, the Members concerned may convene the meeting themselves with the assistance of the Management Agent.

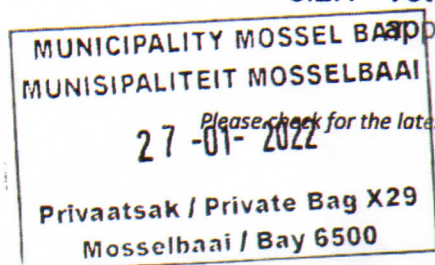




- 8.1.3 The Chairperson shall preside at all General Meetings and all meetings of the Committee. In the absence of the Chairperson, the Members present shall appoint an acting Chairperson from among their ranks by a majority of votes.
- 8.1.4 No decisions may be taken by any General Meeting unless a quorum is present at the time when a Resolution is put to the vote. The quorum needed for holding any General Meeting is 50% (fifty per centum) of the Members that are eligible to vote at the time. All decisions at the General Meeting shall be taken by a clear majority of votes subject to Clause 13.1.1 and Clause 14.1.
- 8.1.5 At all General Meetings, a Resolution is put to the vote by a ballot by the Members present and eligible to vote unless the meeting decides otherwise and subject to Clause 8.1.7. The result of the vote shall be binding.
- 8.1.6 All meetings will be deemed properly convened if the required quorum is reached through Members that are eligible to vote being present in person, by proxy or by means of an E-meeting platform.
- 8.1.7 At meetings with Members joining by means of an E-meeting, an E-voting platform should be used to record all the Members' votes, or at a minimum to record the votes of the Members attending by means of an E-meeting platform.
- 8.1.8 Under special circumstances where an urgent decision is required for which the Committee does not have authority, the Committee can communicate a clearly worded Resolution, including the reason(s) for urgency, to all Members via e-mail and request comment from Members within 5 (five) business days. Comments must then be collated and shared with all Members after which an updated Resolution, if necessary, must be presented to Members through an E-voting ballot within 3 (three) business days after collated comments have been shared. The result of the E-voting ballot must be shared with all Members within 3 (three) business days after closure of the E-voting ballot and will only be valid if a quorum was established by means of 50% or more of the eligible votes being cast either for or against the Resolution.
- 8.1.9 The Committee shall keep minutes of all meetings which will be kept in a minute book of the Association in perpetuity.

8.2 Proxies:

- 8.2.1 Votes at a General Meeting may be cast by a Member or by a duly appointed proxy.



Blue Ridge HOA

Blue Ridge Estate
417 Flora Road
Dana Bay 6510
Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



8.2.2 A proxy at a General Meeting must be appointed in writing under the signature of the Member or his agent, who was appointed properly and in writing, and the proxy appointment must be delivered to the Chairperson or the Management Agent before the meeting commences, provided that the preceding provisions do not apply in respect of any proxy created and contained in any registered mortgage bond, unless such mortgage bond is made available at the meeting.

8.2.3 A proxy at a General Meeting need not be a Member, but shall not be an employee of the Association, the Management Agent, or an employee of the Management Agent.

8.2.4 A Committee member may be represented at a Committee Meeting by a duly appointed proxy who will carry all the powers of the appointing Committee member provided that:

8.2.4.1 such proxy is provided in writing with associated voting instruction(s) where applicable via email;

8.2.4.2 only another Committee member may carry the proxy;

8.2.4.3 only one proxy per Committee member is allowed; and

8.2.4.4 the proxy does not count towards the quorum requirement of 4 members.

8.2.5 A proxy for any meeting shall only be valid for a specific meeting or any adjournment thereof.

8.2.6 No person shall be allowed to represent more than 5 (five) votes via proxy at any General Meeting, excluding his own vote(s) in the case of the person being a Member.

8.2.7 The form to be used to appoint a proxy at a General Meeting must be formally approved at a General Meeting and must include the place, date and time of the meeting for which the proxy is valid.

8.3 Voting Rights:

8.3.1 At General Meetings, each Member shall personally, or by means of his representative under proxy, be entitled to vote and each Member will have one vote per Erf, subject to clause 4.1.1.

8.3.2 A Member who, on the date of the meeting, is in arrears with regard to his levies will not be entitled to vote at such meeting.

MUNICIPALITY MOSSELBAAI
MUNISIPALITEIT MOSSELBAAI
27-01-2022
Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

Blue Ridge HOA

Blue Ridge Estate
17 Flora Road
Dana Bay 6510
Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



8.3.3 At each meeting of the Committee, each Committee member is entitled to one vote and voting can be by means of a ballot or by a show of hands.

8.3.4 The Chairperson shall have a second or casting vote at all meetings in the case of an equality of votes.

9. AUTHORITY OF THE COMMITTEE

9.1 The business and administration of the Association must be managed by or under the direction of the Committee, which has the authority to exercise all the powers of the Association and perform any of the functions of the Association as if transacted by the Association itself subject to the provisions of this Constitution, the Rules, and any restriction imposed, or direction given at a General Meeting. The sole purpose is to perform actions as may be necessary to realize the goals and objectives of the Association.

9.2 Without prejudice to the generality of the aforementioned powers, the powers shall include the following, but not be limited thereto:

9.2.1 The setting of applicable standards, designs and styles of all houses and/or other buildings as set out in Clause 10 hereof subject to Clause 9.2.7;

9.2.2 To perform such actions as may be necessary for realising the objectives, whether spoken or unspoken, set out herein;

9.2.3 The inclusion of punitive measures and a fining clause for transgressions in the applicable Rules;

9.2.4 The entering into, conclusion and execution of contracts and agreements in respect of any of the purposes and objectives of the Association;

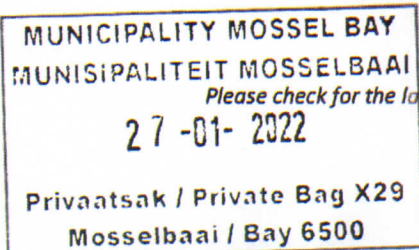
9.2.5 At a Committee meeting in which a Committee member has any direct or indirect personal interest the Committee member is disqualified from voting in respect of:

9.2.5.1 any proposed or current contract with the Association;

9.2.5.2 any dispute with the Association; or

9.2.5.3 any other matter.

9.2.6 The employment and remuneration of agents, employees and any other parties and the termination of their services;



Blue Ridge Estate
417 Flourens Road
Dana Bay 6510
Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>



- 9.2.7 The making, amendment and/or withdrawal of Rules that shall be binding upon Members as if they form part of this Constitution, provided that the Rules and changes thereto shall be reasonable and fair and consistent with the Constitution and were adopted at a Special General meeting;
- 9.2.8 The formation of sub-committees and the delegation to such sub-committee of such powers as may be necessary;
- 9.2.9 To take legal steps and defend actions in the name of the Association and to appoint legal representatives for that purpose;
- 9.2.10 Setting and charging of levies and special levies payable by Members to the Association provided that the proposed levies were adopted at an Annual General Meeting as part of the approval of the budget for the new Financial Year or at a Special General Meeting convened for that purpose;
- 9.2.11 To enter into and conclude an agreement with the Local Authority for electricity, water, sewerage and other services to be delivered to the Development and Erven referred to in this Constitution; and
- 9.2.12 The Committee shall comply with the provisions of all relevant laws and regulations and in particular the CSOS legislation, POPI legislation and Local Authority laws and by-laws.

10. BUILDING, ARCHITECTURAL AND DESIGN REQUIREMENTS

10.1 The Committee shall be authorized to:

- 10.1.1 set and enforce on Members provisions and conditions in order to harmonise the architectural style and design principles and building material in the Development, through a set of Architectural Rules and Building Rules so as to give effect to the purposes and objectives of the Architectural Development Code subject to Clause 9.2.7;
- 10.1.2 perform whatever actions may be necessary to realise the objectives and goals contained herein, whether spoken or unspoken, which actions shall include the inspection, approval, or rejection of building plans, whether they be in respect of new constructions, renovations, alterations, or additions; and
- 10.1.3 make Members comply with the requirements, failing which the necessary steps shall be taken to remedy such noncompliance at the cost of such Member, and without prejudice to the generality of

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI

27-01-2022

Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

Blue Ridge HOA

Blue Ridge Estate

417 Flora Road

Dana Bay 6510

Tel: Status-Mark

+27(0)44 691 3054

www.blueridgeestate.co.za





the foregoing, to give a Member written notice to remove or change within a specific period of time anything that was erected that is contrary to the requirements imposed in respect thereof, failing which application will be made at the Court for an applicable court order.

10.2 Members shall be obliged to submit all building plans for new constructions, renovations, alterations, and additions to the Committee for inspection and approval before such plans are submitted to the Local Authority for approval. The Committee shall inform the applicant of its decisions within 10 (ten) business days of the submission of such plan.

10.3 The Committee shall, in its decision in respect of this Clause 10, always make use of a qualified professional to inspect and scrutinise all plans to ensure that the necessary architectural requirements and control measures have been complied with. The cost of such professional will be listed in the Rules, will be for the Member's account and whose decision shall be final.

11. STATUS OF THE ASSOCIATION

The Association is:

11.1 a corporate body, capable of suing and being sued in its own name;

11.2 an Association of which none of the Members shall have in their personal capacity any right, title and interest in the property, funds, or assets of the Association, which must be managed by or under the direction of the Committee, which has the authority to exercise all the powers of the Association and perform any of the functions of the Association in terms of this Constitution and any Rules and Regulations adopted by the Members at General Meeting; and

11.3 an Association without profit motive but for the benefit of the Members and occupants of the immovable property situated in the Development.

12. LEVIES

12.1 The Association shall establish and maintain an administrative fund to cover the estimated annual operating cost:

12.1.1 for all expenses of the Association;

12.1.2 for the repair, control, maintenance, management, and administration of the Association (including reasonable provision for future maintenance and repairs);



Blue Ridge HOA

Blue Ridge Estate
417 Flora Road
Dana Bay 6510
Tel: Status-Mark
+27(0)44 691 3054
www.blueridgeestate.co.za





- 12.1.3 for the payment of any insurance premiums relating to the building or land;
- 12.1.4 for the discharge of any duty or fulfilment of any obligation of the Committee;
- 12.1.5 all such expenses incurred or to be incurred in respect of payments to be made in terms of the CSOS legislation and the costs arising from meeting the Association's financial obligations in terms of the said legislation; and
- 12.1.6 special levies as provided for in Clause 9.2.10.
- 12.2 The levy is an amount payable by the Member to the Association. A Member's obligation to pay the levy to the Association lapses when he ceases to be a Member of the Association, without prejudice to the right of the Association to recover overdue levies provided that:
- 12.2.1 No levies paid by a Member shall be repayable to him upon the termination of his membership, unless levies were paid in advance in which case a pro rata portion of the levies will be calculated from the date at which the new owner becomes a Member and repaid by the Association to the exiting Member; and
- 12.2.2 A Member's successor in title to an Erf shall be liable from the date upon which he becomes a Member on the grounds of his acquiring the right of ownership of the Erf.
- 12.3 No Member shall be entitled to transfer his Erf unless all his levies to the Association have been paid, and unless he has informed the Association of the name, telephone number and address of his successor in title and the Association has consented thereto.
- 12.4 The levy payable by a Member, shall bear the same proportion to the total levy imposed on Members as that Member's voting right bears to the aggregate of voting rights of all Members.
- 12.5 All levies are due and payable in advance on the first day of each month. Interest will be charged on all arrear amounts at such rate as the Association may from time to time determine.
- 12.6 The Member consents to payment of all legal fees on an attorney and client scale, should litigation be the result of default by the Member and he be found to be the unsuccessful party.
- 12.7 The domicilium citandi et executandi of each Member or occupier shall for all purposes be the Erf of such Member or occupier.



13. DISSOLUTION OF THE ASSOCIATION

13.1 The Association can be dissolved by a Special Resolution of the Members at a duly convened General Meeting in terms of Clause 8.1, provided that:

13.1.1 90% (ninety per centum) of the Members attending the meeting in person, via proxy or via an E-meeting platform, and are eligible to vote, voting in favour thereof; and

13.1.2 The Local Authority is in agreement.

13.2 Upon such dissolution the Committee shall be obliged to convert into cash the Association's assets, settle all the debts and meet all the liabilities of the Association and thereafter to divide the balance among the Members in accordance with the number of Erven registered in the name of each Member.

14. AMENDMENT OF CONSTITUTION

14.1 This Constitution may only be amended through a Special Resolution with the approval of at least 66.67% (sixty six point six seven per centum) of the Members attending the meeting in person, via proxy or via an E-meeting platform, and are eligible to vote, voting in favour thereof at a duly convened General Meeting called in terms of Clause 8.1, provided that the full text of the proposed alteration(s) have been given in the notice convening such meeting.

14.2 A notice of motion(s) for any alteration(s) to this Constitution shall always be subject to Clause 14.1 and can be based on:

14.2.1 a Resolution taken at a General Meeting requesting the Committee to start the process to amend certain Clauses;

14.2.2 when the Committee in its discretion deems it essential to start the process to amend certain Clauses; or

14.2.3 a notice in writing and signed by at least 20 (twenty) Members is delivered to the Secretary of the Committee to start the process to amend certain Clauses. Within 10 (ten) business days of receipt of such notice, the Secretary, with the assistance of the Management Agent, shall convene a Special General Meeting in terms of Clause 8.1 hereof.

14.3 All amendments to the Constitution of the Association shall be submitted to the Local Authority and on request to any other authority that has a legal standing to request such.

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI
27-01-2022
Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

Blue Ridge HOA

Please check for the latest version of this Constitution on the Blue Ridge Website – <https://www.blueridgeestate.co.za>

Blue Ridge Estate

417 Flora Road
Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054

www.blueridgeestate.co.za





APPROVED at MOSSEL BAY on this 9th day of FEBRUARY 2022.


CHAIRPERSON


SECRETARY

MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI
27-01-2022
Privaatsak / Private Bag X29

Blue Ridge HOA

Blue Ridge Estate
417 Flora Road

Dana Bay 6510

Tel: Status-Mark
+27(0)44 691 3054

www.blueridgeestate.co.za



<https://www.blueridgeestate.co.za>