



---

OFFICIAL MANAGING AGENT FOR THE ELISENHEIM HOME OWNERS ASSOCIATION

---

## **MINUTES OF THE ANNUAL GENERAL APPROVED EXTENSION PROPER MEETING**

### **Circular 2.6**

**Date** 28 August 2018

**Time** 17h30

**Venue** Elisenheim Community Church, Erf 93, Hebron Street

### **WELCOME ADDRESS BY THE MANAGING AGENT – EON PROPERTY SERVICES**

Mr. Sjoerd Lohle (SL) from EON Property welcomed the members present and explained that this is the adjourned meeting of the meeting held on 21 August 2018.

It was recorded:

- a. All the agenda points for the meetings for Extension Proper and Extension 7 are the same except for the election of representatives
- b. The members for Extension Proper should sit on the right hand side of the isle and the members of Extension 7 should sit on the left hand side of the isle.
- c. In terms of the Articles of Association the members present at the adjourned meeting will form a quorum
- d. The meeting will deal with the Agenda Items

### **COMPLETION OF THE ATTENDANCE REGISTER**

Members completed the attendance register and submitted the proxy certificates

### **CONSTITUTION OF THE MEETING**

Mr. Lohle informed the meeting:

1. Members present in proxy and in person formed a quorum
2. The meeting may proceed

### **CHAIRPERSON FOR THE MEETING**

SL informed the meeting that the Chairperson of the EOA, Mrs Heleen Steyn, submitted an apology that she could not attend and in her place Mr. Schalk Junior will act as Chairperson to the meeting

## MATTERS ON THE AGENDA

### 1. APPROVAL OF MINUTES OF THE MEETING 17 July 2017

- a. The Minutes were circulated to the members
- b. There were no comments on the minutes
- c. The minutes were approved

### 2. CHAIRPERSON REPORT

It was noted that the report of the Chairperson was distributed to the members. SL referred the members to the following documents that accompanied the Chairperson's report:

- a. Financial Statements
- b. Budget
- c. Notes to the Budget

Members noted that they read the report and that it is not necessary to read the report to the members present

SL informed the meeting of the purpose of the meeting and that the floor is open for questions on the Chairperson's report, the financial statements, the budget and the notes to the budget. Members started to pose questions and after a while SL requested that we deal with the election of the representatives and that we return to dealing with questions afterward in order to accommodate members that would want to leave.

### 3. ELECTION OF REPRESENTATIVES

It was noted that the representatives resign at every AGAEM and that the members must elect new representatives for the ensuing year.

Members enquired what the responsibilities of the representatives are and the Chairman read the following from the Articles of Association:

#### **15A. BOARD OF REPRESENTATIVES OF APPROVED EXTENSION**

- 15A.1.1 *There shall be a Board of Representatives of each approved extension consisting of 5 (five) Representatives to fill the portfolios of Chairperson, Vice-Chairperson, Finances, Security and Environment/Building Standards, and who shall, in the case of a first election of Representatives, be elected by the members of the approved extension at a General Approved Extension Meeting (GAEM), and, in the case of a subsequent election of Representatives, be elected at an Annual General Approved Extension Meeting (AGAEM). A Board of Representatives shall for the development period be divided into two classes, namely DEVELOPER Representatives and Member Representatives. Upon expiry of the development period there shall only be Member Representatives to be elected as provided in Article 16.*
- 15A1.2 *The portfolio of Environment/Building Standards includes affairs relating to aesthetics, design and building control.*
- 15A.2 *During the development period 2 (two) Representatives shall be Member Representatives appointed by the members of an approved extension concerned and the remaining 3 (three) Representatives shall be DEVELOPER Representatives appointed by the DEVELOPER: provided that a DEVELOPER Representative does not necessarily have to be a homeowner.*
- 15A.3 *After termination or expiration of the development period all the Representatives shall be*

*appointed by the members of the approved extension concerned.*

- 15A.4 *A Representative shall be a natural person and shall not necessarily be a member of the ASSOCIATION or of an approved extension concerned. A Representative, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of these Articles.*

#### **15C. POWERS OF REPRESENTATIVES**

- 15C.1 *Unless otherwise resolved by way of a Special Resolution at any General Meeting of members of an approved extension, Representatives are authorised and empowered to:*
- 15C.1.1 *Determine which 3 (three) of them will represent the approved extension concerned at any AGM or EGM: provided that during the development period 2 (two) of the 3 (three) Representatives must be Developer representatives.*
- 15C.1.2 *Formulate and enforce any Extension Rules: provided that Extension Rules may not be in conflict with any Estate Rule dealing with or providing for a specific matter and that in the case of conflict of any Extension Rule with an Estate Rule, the Estate Rule shall prevail.*
- 15C.1.3 *Enforce compliance with the Extension Rules.*
- 15C.2.1 *A Representative shall not be entitled to appoint any alternate to function in his stead for any purpose nor by proxy or otherwise appoint any other person to fulfill his functions and duties.*
- 15C.2.2 *A Representative may not otherwise delegate any of his obligations, save as approved by a majority of the (other) representatives.*
- 15C.3 *Any resolution passed by the Board of Representatives shall be carried by a simple majority.*
- 15C.4 *Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated. In the case of an equality of votes the Chairperson shall have a second or casting vote.*
- 15C.5.1 *The Representatives shall cause the minutes of each meeting to be kept in accordance with Section 212 of the Companies Act, which minutes shall be reduced to writing within 7 (seven) days and certified as correct by the Chairperson thereof at the next meeting.*
- 15C.5.2 *A copy of each minute shall be delivered by the Chairperson to each Representative within 14 (fourteen) days of the meeting to which the minutes relate.*
- 15C.5.3 *All minutes of meetings of a Board of Representatives shall, after certification, be placed in the minute book of the Board of Representatives concerned which shall be kept by management in accordance with the provisions of the laws relating to the keeping of minutes of meetings of directors of companies.*
- 15C.6 *The minute book of a Board of Representatives shall be open for perusal at all reasonable times by any Representative, any Trustee and members of the approved extension concerned.*
- 15C.7 *Subject to the provisions of these Articles, the proceedings of any meeting of a Board of Representatives shall be conducted in such reasonable manner and form as the Chairperson thereof shall direct.*
- 15C.8 *A resolution signed by all the Representatives shall be valid in all aspects as if it had been duly passed at a meeting of the Board of Representatives: provided that resolutions by Representatives are subject to these Articles and may not be in conflict with any resolution taken by the Trustees.*

Members also enquired what the involvement of the representatives is with regard to meetings etc.

SL pointed out:

- a. The representatives serve in a fiduciary capacity on behalf of all the members and should not serve on the board to serve their own interests
- b. Members that have queries regarding their extension should pose questions to their representatives
- c. The meeting tonight is for members to pose questions to the representatives that can then be handed in at the AGM meeting
- d. SL explained that he is dealing with the meeting but that it should be the representatives that should lead the meeting
- e. Trustee meetings are held once in three months
- f. The meetings are mostly held on a Thursday, starting at 15:00 and ending by 17:30

SL enquired from SK (Jnr) who the nominations are from the EPDC to serve on the Board of Representatives for phase 1 and Phase 2 (Extension Proper and Extension 7).

SK (Jnr) confirmed that the following persons are appointed by the Developer:

- Heleen Steyn
- Willem Van Heerden
- Schalk Kruger (Jnr)

#### **Election of Representatives for Extension Proper**

SL informed the meeting:

- We have not received any nominations for representatives for extension proper before the meeting
- The current representatives for Extension proper is
  - Phillie Van Der Merwe
  - Renaldo Du Pisani
    - i. Mr Van Der Merwe is available for re-election
    - ii. Mr Du Pisani is not available for re-election
- SL enquired if there were nominations from the floor
- Nominations received from the floor:
- Mr. Lorek was nominated but did not accept the nomination
- Mrs. Daniella Maritz was nominated but did not accept the nomination
- Mrs Preuss was nominated and accepted the nomination
- There were no further nominations and accordingly Messrs. Van Der Merwe and Preuss were appointed as representatives for Extension Proper
- The details of the representatives were recorded as follows:

| Name                  | Representative | E-mail   |
|-----------------------|----------------|--|
| Heleen Steyn          | Developer      | <a href="mailto:HeleenS@tgh.na">HeleenS@tgh.na</a>                         |
| Schalk Kruger         | Developer      | <a href="mailto:SchalkK@tgh.na">SchalkK@tgh.na</a>                         |
| Willem van Heerden    | Developer      | <a href="mailto:WillemH@tgh.na">WillemH@tgh.na</a>                         |
| Phillie Van Der Merwe | Owner          | <a href="mailto:phillievdmerwe@hotmail.com">phillievdmerwe@hotmail.com</a> |
| Mrs. Erika Preuss     | Owner          | <a href="mailto:arktrading@iway.na">arktrading@iway.na</a>                 |

## Election of Representatives for Extension 7

SL informed the meeting:

- We have not received any nominations for representatives for extension 7 before the meeting
- The current representatives for Extension 7 is
  - Adrian Muller
  - Hugo Van Niekerk
- iii. Both members are available for re-election
- SL enquired if there were nominations from the floor
- Mrs Gotlieb was nominated but did not accept the nomination
- There were no further nominations and accordingly Messrs. Muller and Van Niekerk were appointed as representatives for Extension 7
- The details of the representatives were recorded as follows:

| Name               | Representative | E-mail   |
|--------------------|----------------|--|
| Heleen Steyn       | Developer      | <a href="mailto:HeleenS@tgh.na">HeleenS@tgh.na</a>                         |
| Schalk Kruger      | Developer      | <a href="mailto:SchalkK@tgh.na">SchalkK@tgh.na</a>                         |
| Willem van Heerden | Developer      | <a href="mailto:WillemH@tgh.na">WillemH@tgh.na</a>                         |
| Adrian Muller      | Owner          | <a href="mailto:amuller@legacyhotels.co.za">amuller@legacyhotels.co.za</a> |
| Hugo Van Niekerk   | Owner          | <a href="mailto:hugovn@iway.na">hugovn@iway.na</a>                         |

## 4. RULES

SL informed the meeting that we have not received submissions for the amendment of the rules and accordingly there are no amendments to be proposed at the AGM meeting.

## 5. SUB COMMITTEE MEMBERS

SL informed the meeting:

- a. The sub committees require members to assist with the management of the estate and members should nominate persons to be co-opted onto these committees
- b. Apart from the Security Committee the Disciplinary Committee, Finance Committee and DRC & Building Committee hardly meet during the year
- c. The representatives should serve on these committees
- d. We should co-opt more members on the security committee

The details of the sub-committee members were recorded as follows:

### 5.1.DRC, Environment and Building Control Committee

| Name                  | Representative | E-mail   |
|-----------------------|----------------|--|
| Mr. Renaldo Du Pisani | Home Owner     | <a href="mailto:Renaldo.DuPisani@ol.na">Renaldo.DuPisani@ol.na</a>   |
| Jaco Swart            | Home Owner     | <a href="mailto:swart.jaco10@gmail.com">swart.jaco10@gmail.com</a>   |
| Adrian Muller         | Home Owner     | <a href="mailto:amuller@legacyhotels.co.za">amuller@legacyhotels.co.za</a>   |
| Schalk Kruger (Snr)   | EON            | <a href="mailto:elisenheim@eonproperty.com">elisenheim@eonproperty.com</a> ;<br><a href="mailto:kruger.schalk@gmail.com">kruger.schalk@gmail.com</a> |
| Schalk Kruger (Jnr)   | Developer      | <a href="mailto:SchalkK@tgh.na">SchalkK@tgh.na</a>   |

## 5.2. Disciplinary Committee

| Name                  | Representative | E-mail   |
|-----------------------|----------------|--|
| Phillie Van Der Merwe | Owner          | <a href="mailto:phillievdmerwe@hotmail.com">phillievdmerwe@hotmail.com</a>   |
| Hugo Van Niekerk      | Owner          | <a href="mailto:hugovn@iway.na">hugovn@iway.na</a>   |
| Adrian Muller         | Owner          | <a href="mailto:amuller@legacyhotels.co.za">amuller@legacyhotels.co.za</a>   |
| Schalk Kruger (Snr)   | EON            | <a href="mailto:elisenheim@eonproperty.com">elisenheim@eonproperty.com</a> ;<br><a href="mailto:kruger.schalk@gmail.com">kruger.schalk@gmail.com</a> |

## 5.3. Security Committee

The following members were elected to the Security Committee

| Name                  | Representative | E-mail  |
|-----------------------|----------------|---|
| Phillie Van der Merwe | Home Owner     | <a href="mailto:phillievdmerwe@hotmail.com">phillievdmerwe@hotmail.com</a>  |
| Hugo Van Niekerk      | Owner          | <a href="mailto:hugovn@iway.na">hugovn@iway.na</a>  |
| Ettienne Esterhuizen  | Home Owner     | <a href="mailto:ettienne@ppnam.com">ettienne@ppnam.com</a>  |
| Schalk Kruger (Snr)   | EON            | <a href="mailto:elisenheim@eonproperty.com">elisenheim@eonproperty.com</a> ; <a href="mailto:kruger.schalk@gmail.com">kruger.schalk@gmail.com</a> |
| Schalk Kruger (Jnr)   | Developer      | <a href="mailto:SchalkK@tgh.na">SchalkK@tgh.na</a>  |
| Corne Van Niekerk     | Tephcor        | <a href="mailto:corne@tephcor.com">corne@tephcor.com</a>  |

## 5.4. Finance Committee

| Name                  | Representative | E-mail  |
|-----------------------|----------------|---|
| Phillie Van Der Merwe | Owner          | <a href="mailto:phillievdmerwe@hotmail.com">phillievdmerwe@hotmail.com</a>  |
| Mrs. Erika Preuss     | Owner          | <a href="mailto:arktrading@iway.na">arktrading@iway.na</a>  |
| Adrian Muller         | Owner          | <a href="mailto:amuller@legacyhotels.co.za">amuller@legacyhotels.co.za</a>  |
| Daniella Maritz       | Owner          | <a href="mailto:daniela28mobile@gmail.com">daniela28mobile@gmail.com</a>  |
| Hugo Van Niekerk      | Owner          | <a href="mailto:hugovn@iway.na">hugovn@iway.na</a>  |
| Schalk Kruger (Jnr)   | Developer      | <a href="mailto:SchalkK@tgh.na">SchalkK@tgh.na</a>  |
| Sjoerd Lohle          | EON            | <a href="mailto:sjoerd@eonproperty.com">sjoerd@eonproperty.com</a>  |
| Schalk Kruger (Snr)   | EON            | <a href="mailto:elisenheim@eonproperty.com">elisenheim@eonproperty.com</a> ; <a href="mailto:kruger.schalk@gmail.com">kruger.schalk@gmail.com</a> |

## 5.5. Salary Review Committee

| Name                | Representative | E-mail   |
|---------------------|----------------|--|
| Hugo Van Niekerk    | Owner          | <a href="mailto:hugovn@iway.na">hugovn@iway.na</a>   |
| Mrs. Erika Preuss   | Owner          | <a href="mailto:arktrading@iway.na">arktrading@iway.na</a>   |
| Sjoerd Lohle        | EON            | <a href="mailto:sjoerd@eonproperty.com">sjoerd@eonproperty.com</a>   |
| Schalk Kruger (Snr) | EON            | <a href="mailto:elisenheim@eonproperty.com">elisenheim@eonproperty.com</a> ;<br><a href="mailto:kruger.schalk@gmail.com">kruger.schalk@gmail.com</a> |

## 6. QUESTIONS FROM MEMBERS

SL informed the meeting:

- i. This is the meeting where members have the opportunity to put questions to the representatives that the representatives must answer and or refer to the Trustees at the AGM meeting.
- ii. SL is accepting the questions on behalf of the representatives

## **1. Questions regarding the financials**

### **a. Interest received**

- i. The income statement reflects that the EOA received a small amount of interest when compared against the total reserves of the EOA. The matter will be dealt with in an addendum to the minutes
- ii. There were no further questions regarding the financials and the financials were accepted by the members.

### **b. Questions regarding the Budget**

#### **i. Reserves**

- 1. Members enquired what happens with the reserves and why are building a reserve fund
- 2. SL explained:
  - a. Reserves are accumulated to pay for:
  - b. Unforeseen expenses
  - c. Capital expenditure for projects that will enhance the life style
  - d. Replace the assets and vehicles when they have been written down
  - e. We must make provision to pay for offices for the EOA
  - f. Most importantly that the Estate can continue when the Municipality fails to deliver services

### **c. Management Expenses**

#### **i. Management Fees**

- 1. Members enquired what the management fees of EON was
- 2. SL referred the members to note 15 of the notes to the budget:
  - a. Management fees are based on a cost per erf. As erven register so does the management fee increase. The monthly cost for administration amounts to N\$38,312-00 per month.

- b. The balance of the fees are direct costs that are expensed for:
  - i. Office Rent
  - ii. Risk Man Fee (10.87%)
  - iii. Salaries of the Estate Management Office
  - iv. Bonus for December (If approved by the Salary Review Committee)
  - v. Salary increase of 10% in December (If approved by the Salary Review Committee)
  - vi. VAT

**d. Ratio of Management Fees against the total Budget**

- i. The members enquired why the management expenses are more than two million, which is quite high when measured against the total budget of N\$5 million
- ii. SL informed the meeting that in order to give comprehensive answers we will deal with these matters as an addendum to the minutes after investigation.

**e. General Questions**

**i. Meetings with Representatives**

- 1. SL explained that the AGAEM meetings is the meeting where members must raise their concerns, make suggestions and submit requests to the EOA Trustees
- 2. Members felt that the liaison between the representatives and the members is wanting.
- 3. It was noted:
  - a. The Estate Manager invited members to share any complaints, comments and /or suggestions with the estate manager after hours but the interest from members to make use of the offer did not warrant keeping the office open after hours.
  - b. Many documents with information on the estate are mailed to members and that many members do not read the documents concurrently members may feel that they are not informed
  - c. The names and contact details of the representatives are published for all members and that members can at any time contact their representative(s) to share any



information or request any aspect to be raised with the Trustees.

- d. Notwithstanding, it was noted that more regular Circulars must be mailed to members to share general information with members and that the Web page should be managed and updated more regularly.
- e. It was suggested that a portal should be opened on the web site where members can comment on the general operations and rules of the estate for consideration by management

**f. Public Toilets on the Estate**

- i. Members enquired if it would be possible to have public toilets on the estate.
- ii. There were different opinions on this aspect and the matter was referred to the EOA Trustees for deliberation and consideration

**g. Shopping Mall**

- i. Members enquired about the shopping mall.
  - 1. Schalk Jr. referred the meeting to the chairperson's report that dealt with the matter
- ii. Members enquired about a grocery store
  - 1. Schalk Jr. informed the meeting that there will be a grocery store but negotiations are ongoing to see which chain store will be signed

**h. Building contractors in defiance of the rules & Building Waste**

- i. Members complained about the building waste that is strewn all over the estate and contractors that do not abide by the rules. There was a feeling that the Estate manager do not deal harshly enough with contractors that do not abide by the rules and request that we report back on incidents that the estate has dealt with.
- ii. Schalk Jr acknowledged the problem and it was noted that the matter will be referred to the EOA Trustees and the DRC committee to deal with this aspect and whereby the DRC will address the matter with contractors and issue fines to contractors that transgress the rules.
- iii. The Estate manager will report back on the addendum on how they have dealt with the contractors in the past.

**i. Non-compliance with rules**

- i. Members complained that they cannot see that the rules are being enforced and enquired that we report back on what has been done to

enforce the rules. The matter will be responded in the addendum to the minutes

**j. Refuse**

- i. Members enquired if the estate cannot have a refuse “dump”
  - 1. It was explained that the EOA cannot create a refuse area on the estate as this remains the responsibility of the COW and if we had to create such an area the EOA will have to relocate the “landfill” at considerable cost to the EOA, accordingly it is not an option

**k. Area for “compost refuse”**

- i. Members enquired about an area to leave garden foliage because the old area allocated is full.
- ii. The EOA takes notice and will have a new area dug out where foliage can be dumped for compost.

**l. Communication with members**

- i. Members requested that the EOA communicate more regularly with members

**m. Progress with the development of the open spaces**

- i. Schalk Jr. informed the meeting that they have started with an action plan and members would have noticed that they have started with Phase 1 and that they hope to complete the process in phase 1 within 6 months

**n. Street names**

- i. Members enquired about the progress of the street names
- ii. Schalk Jr. explained:
  - 1. The names must be approved by the COW
  - 2. They have made progress with the names in phase 1 and the EPDC will soon be able to start with the display of the street names
  - 3. Phase 2, 3 & 4 must still be finalised and members will be informed as soon as we have finality

**o. Controlled access and the “Entrance Gate”**

- i. Members enquired about the controlled access at the main gate
- ii. Schalk Jr. explained:

1. Elisenheim has dispensation from the COW that we may have limited controlled access but we cannot prevent the public from entering the estate
2. In time we may have to install more electronic surveillance on the streets to further enhance the security on the estate

**p. Estate Management**

- i. Members wanted to know what the office of the Estate Manager does and what the workers are tasked with
- ii. It was resolved that we will deal with the report in an addendum to the minutes and the following aspects will be covered:
  1. Staff Compliment
  2. Job Descriptions
  3. Work performed in the past year
  4. Work envisaged in the next 12 months
- iii. It was requested that we cover more progress and work performed on the estate in newsletters

**q. Trucks parked on the estate**

- i. Members complained that there were trucks parked on the estate and that nothing was done to remove the trucks from the Estate
- ii. Schalk Jr. explained that the trucks were not parked on the estate and accordingly the EOA had no jurisdiction to have the trucks removed.

**r. Relationship between the COW and the EOA**

- i. From the interaction with the members it became evident that many members were not aware of the relationship between the COW and the EOA
- ii. Schalk Jr. explained that Elisenheim is a suburb of the COW and that the services, roads, lights etc. was handed over to the COW and that the COW is responsible for the maintenance of the services, however that the EOA has limited responsibility for the sewerage facilities on the estate.
- iii. It is evident that the COW is not meeting their responsibilities and accordingly the EOA must attend to many aspects that the COW does not attend too and that the EOA then further improves the services to enhance the lifestyle experience on the estate.

**s. Speeding on the Estate**

- i. Members raised serious concerns over the speeding of the public and residents on the estate.

- ii. It was explained that the EOA does not have the jurisdiction to act legally against speeding offenders
- iii. Speed Humps were suggested and the meeting was informed that the EPDC has approached the COWE to install speed humps but were informed that the COW does not have funds available to have the humps installed
- iv. Members requested that we investigate possibilities such as signs etc. to alert people that they should not speed in Elisenheim.
- v. The matter was referred to the Trustees for discussion and to come up with a comprehensive plan what they can do alert the public to reduce speed on the estate

**t. Amendment to the Rules**

- i. It was noted:
  - 1. The Board is busy to review the rules of the EOA
  - 2. It is necessitated because conditions on the estate have changed and that some building regulations are out of date
  - 3. A comprehensive document was already prepared by the Estate manager
  - 4. The Trustees will consider the amendments at the AGM meeting
  - 5. Members will be informed as soon as the rules have changed
  - 6. The new rules will also be posted on the web site
- ii. Members wanted to know who served on the Rules committee
  - 1. The matter will be dealt with in the addendum to the minutes

**u. Remuneration of Trustees**

- i. Members raised the possibility for representatives and Trustees to be remunerated for their effort and responsibilities.
- ii. SL mentioned that we will have to consult the Articles and the matter will be dealt with in the addendum to the minutes

**7. CONCLUSION**

With no further matters to be discussed and no further questions SL thanked the members for their presence and the meeting closed at 19:15

Thus signed at Windhoek on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**Representative  
 Chairperson**

\_\_\_\_\_  
**Representative**

---

**Representative**

---

**Representative**

---

**Representative**

**ANNUAL GENERAL APPROVED EXTENSION MEETING - ACTUAL ATTENDANCE REGISTER**
**EXTENSION PROPER -  
PHASE 1**
**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| PHASE & ERF NUMBER         | X | MEMBER                       | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE            |
|----------------------------|---|------------------------------|--|----------------------|
| P 01 EXT PROP ERF 0002     |   | E.F & S Esterhuizen          |  | Esterhuizen          |
| P 01 EXT PROP ERF 00022.1  |   | DJ & D K Maritz              |  | Maritz               |
| P 01 EXT PROP ERF 00042    |   | FI & CC BRINK                | H. van Nieker                          | van Niekerk          |
| P 01 EXT PROP ERF 00046    |   | A BADENHORST                 |  | Badenhorst           |
| P 01 EXT PROP ERF 00053    |   | JE V/HUYSSTEEN & SJ RETIEF   |  | V/Huyssteen & Retief |
| P 01 EXT PROP ERF 00065    |   | EI PREUSS                    |  | Preuss               |
| P 01 EXT PROP ERF 00069    |   | F.J ROUX                     |  | Roux                 |
| P 01 EXT PROP ERF 00076    |   | B & C THIRION                |  | Thirion              |
| P 01 EXT PROP ERF 00091    |   | HB VON LEIPZIG               | M. Lorek                               | Lorek                |
| P 01 EXT PROP ERF 00092    |   | EI PREUSS                    |  | Preuss               |
| P 01 EXT PROP ERF 00105    |   | R VAN GREUNEN                | M. Lorek                               | Lorek                |
| P 01 EXT PROP ERF 00111    |   | WG & DA TREURNICHT           |  | Treurnicht           |
| P 01 EXT PROP ERF 00112    |   | MDGN LOURENCO                |  | Lourenco             |
| P 01 EXT PROP ERF 00113    |   | E. KOOPMAN                   |  | Koopman              |
| P 01 EXT PROP ERF 00118    |   | MJ LOREK                     |  | Lorek                |
| P 01 EXT PROP ERF 00123    |   | D BEUKES                     |  | Beukes               |
| P 01 EXT PROP ERF 00125    |   | MDGN LOURENCO                |  | Lourenco             |
| P 01 EXT PROP ERF 00129. 1 |   | C E & WJ Lowe                |  | Lowe                 |
| P 01 EXT PROP ERF 00146    |   | M.J & H.J AHRENS             |  | Ahrens               |
| P 01 EXT PROP ERF 00149    |   | THAC ROODT                   |  | Roodt                |
| P 01 EXT PROP ERF 00166    |   | H LOUW                       | C. Lowe                                | Lowe                 |
| P 01 EXT PROP ERF 00167. 1 |   | PA & C Steenkamp             |  | Steenkamp            |
| P 01 EXT PROP ERF 00168    |   | T.H & C WOENSDREGT           |  | Woensdregt           |
| P 01 EXT PROP ERF 00169    |   | PJ&AJ V/D MERWE              |  | v/d Merwe            |
| P 01 EXT PROP ERF 00170    |   | V.C DIETERLE                 | P. STEENKAMP                           | Steenkamp            |
| P 01 EXT PROP ERF 00173    |   | R BOSHOFF                    |  | Boshoff              |
| P 01 EXT PROP ERF 00177    |   | P & L SMITH                  |  | Smith                |
| P 01 EXT PROP ERF 00178    |   | A.U SCHUBERT/J DU TOIT       |  | Schubert/du Toit     |
| P 01 EXT PROP ERF 00181    |   | M.J & A V/D BERG             | H. van Nieker                          | van Niekerk          |
| P 01 EXT PROP ERF 00183    |   | E & A LUCK                   |  | Luck                 |
| P 01 EXT PROP ERF 00189    |   | S.E & H.H ROBBERTS           |  | Robberts             |
| P 01 EXT PROP ERF 00191.1  |   | BENEDICTUS & LUDWINA MINGELI | M. Lorek                               | Lorek                |
| P 01 EXT PROP ERF 00194. 1 |   | A P & L Van Der Colf         |  | van der Colf         |
| P 01 EXT PROP ERF 00199    |   | A WEILBACHER                 |  | Weilbacher           |
| P 01 EXT PROP ERF 00200    |   | L MONYE                      |  | Monye                |
| P 01 EXT PROP ERF 00201    |   | W DORN-SCHNIRRING            |  | Dorn-Schnirring      |
| P 01 EXT PROP ERF 00202. 1 |   | A & T Nyamutamba             |  | Nyamutamba           |
| P 01 EXT PROP ERF 00206    |   | J.S & M TALBOT               | C. Nel                                 | Nel                  |
| P 01 EXT PROP ERF 00226    |   | SA DIETZ                     | M. Lorek                               | Lorek                |

|                                       |   |                          |               |               |
|---------------------------------------|---|--------------------------|---------------|---------------|
| P 01 EXT PROP ERF 00228.1             |   | Axel Foerster            |               | Foerster      |
| P 01 EXT PROP ERF 00232.1             |   | LABUSCHAGNE              |               | Labuschagne   |
| P 01 EXT PROP ERF 00235               |   | N.M BASSON               |               | Basson        |
| P 01 EXT PROP ERF 00242               |   | J & N VAN TONDER         | S. Kruger     | Kruger        |
| P 01 EXT PROP ERF 00248               |   | JL & A SWANEPOEL         | C. Lowe       | Lowe          |
| P 01 EXT PROP ERF 00261               |   | E.J & M.S HETJIES        |               | Hetjies       |
| P 01 EXT PROP ERF 00265.1             |   | S W Kruger               |               | Kruger        |
| P 01 EXT PROP ERF 00270               |   | E.A HOFMANN              |               | Hofmann       |
| P 01 EXT PROP ERF 00273               |   | EI PREUSS                |               | Preuss        |
| P 01 EXT PROP ERF 00274               | X | IS & KR AWASEB           |               | Awaseb        |
| P 01 EXT PROP ERF 00290               |   | W.J KOTZE                |               | Kotze         |
| P 01 EXT PROP ERF 00291               |   | R.P VAN ROOI             |               | Van Rooi      |
| P 01 EXT PROP ERF 00295               |   | D EYESELE                |               | Eyesele       |
| P 01 EXT PROP ERF 00298               |   | F.J BINNEMAN             |               | Binneman      |
| P 01 EXT PROP ERF 00328               |   | C. ENSSLE                | R. van Rooi   | van Rooi      |
| P 01 EXT PROP ERF 00338               |   | KM ELLIOT                |               | Elliot        |
| P 01 EXT PROP ERF 00347               |   | AE & RA COOMER           |               | Coomer        |
| P 01 EXT PROP ERF 00353               |   | D & A MOOTU              |               | Mootu         |
| P 01 EXT PROP EXT 00355               |   | U & W BOOIS              |               | Boois         |
| P 01 EXT PROP ERF 00365               |   | R DU PISANI              | P. v/d Merwe  | v/d Merwe     |
| P 01 EXT PROP ERF 00367               |   | T&N DOBBERSTEIN          | H. van Nieker | van Niekerk   |
| P 01 EXT PROP ERF 00372.1             |   | TR Stonehouse            | H.S           | H.S           |
| P 01 EXT PROP ERF 00374               |   | WEISSDORN BODY CORPORATE |               | Weissdorn B/C |
| P 01 EXT PROP ERF 00402               |   | T & G.G CHIBWANA         |               | Chibwana      |
| P 01 EXT PROP ERF 00407               |   | A VAN DER RIET           | M. Lourens    | Lourens       |
| P 01 EXT PROP ERF 00408               |   | A. BADENHORST            | H.S           | H.S           |
| P 01 EXT PROP ERF 00410               |   | EPDC                     |               | EPDC          |
| P 01 EXT PROP ERF 00412               |   | L. DE KOCK               | M. Burger     | Burger        |
| P 01 EXT PROP ERF 356,357,377,397,411 |   | EPDC                     |               | EPDC          |
| P 01 EXT PROP ERF 01022               |   | G. Fuller                |               | Fuller        |

#### GENERAL RESIDENTIAL UNITS - ATTENDANCE REGISTER

##### ELISENHEIM LIFESTYLE 305

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER | OWNER PRESIDENT SIGNATURE | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE PROXY |
|---------|---------------|---------------------------|--|-----------------|
| 13      | A.H Biwa      | Biwa                      |  |                 |

##### ELISENHEIM LIFESTYLE 306

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER | OWNER PRESIDENT SIGNATURE | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE PROXY |
|---------|---------------|---------------------------|--|-----------------|
| 37      | T.            | Badenhorst                |  |                 |

|  |            |  |  |
|--|------------|--|--|
|  | Badenhorst |  |  |
|--|------------|--|--|

#### **MOUNTAIN VIEW**

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER | OWNER PRESIDENT SIGNATURE | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE PROXY |
|---------|---------------|---------------------------|--|-----------------|
| 6       | E. Preuss     | Preuss                    |  |                 |
| 9       | E. Preuss     | Preuss                    |  |                 |
| 10      | E. Preuss     | Preuss                    |  |                 |
| 11      | E. Preuss     | Preuss                    |  |                 |
| 12      | E. Preuss     | Preuss                    |  |                 |
| 14      | E. Kotze      |                           | P. Steenkamp                           | Steenkamp       |
| 21      | E. Preuss     | Preuss                    |  |                 |
| 22      | E. Preuss     | Preuss                    |  |                 |
| 25      | E. Preuss     | Preuss                    |  |                 |
| 26      | E. Preuss     | Preuss                    |  |                 |
| 27      | E. Preuss     | Preuss                    |  |                 |
| 28      | E. Preuss     | Preuss                    |  |                 |
| 29      | E. Preuss     | Preuss                    |  |                 |
| 30      | E. Preuss     | Preuss                    |  |                 |

#### **THE HILLS**

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER | OWNER PRESIDENT SIGNATURE | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE PROXY |
|---------|---------------|---------------------------|--|-----------------|
| 10      | P.D Louw      |                           | C. Lowe                                | Lowe            |

#### **WEISSDORN**

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER               | OWNER PRESIDENT SIGNATURE | IF BY PROXY NAME OF PROXY HOLDER | SIGNATURE OF PROXY |
|---------|-----------------------------|---------------------------|----------------------------------|--------------------|
| 32      | Tivole Trust HB Von Leipzig |                           | M. Lorek                         | Lorek              |
| 33      | Hanjo de Villiers           |                           |                                  | de Villiers        |
| 40      | Maria Lourenco              |                           |                                  | Lourenco           |
| 41      | Janine Kotze                |                           | P. Steenkamp                     | Steenkamp          |

#### **TERAH AVENUE**

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER      | IF BY PROXY PRINT NAME OF PROXY HOLDER | SIGNATURE |
|---------|--------------------|--|-----------|
| 39      | Sopia K. Shuungula | Titus                                  | Titus     |

#### **VIDUA SQUARE**



**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF OWNER      | IF BY PROXY PRINT<br>NAME OF PROXY<br>HOLDER | SIGNATURE |
|---------|--------------------|--|-----------|
| 1       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 2       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 3       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 4       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 5       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 6       | J & M Muundjua     | S. Kruger                                    | Kruger    |
| 7       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 8       | J.J & N van Tonder | S. Kruger                                    | Kruger    |
| 9       | J.J & N van Tonder | S. Kruger                                    | Kruger    |

**BERGDORN**

**DATE** - 28 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| UNIT NO | NAME OF<br>OWNER  | IF BY PROXY PRINT NAME OF<br>PROXY HOLDER | SIGNATURE |
|---------|-------------------|---|-----------|
| 10      | H. von<br>Liepzig | M. Lorek                                  | Lorek     |

**ANNUAL GENERAL APPROVED EXTENSION MEETING**

**EXTENSION 7 - PHASE 2**

**DATE** - 21 August 2018

**TIME** - 17:30

**VENUE** - Elisenheim Community Church, Erf 93, Hebron Street

| PHASE & ERF NUMBER     | X | MEMBER                               | IF BY PROXY<br>PRINT NAME OF<br>PROXY HOLDER | SIGNATURE         |
|------------------------|---|--------------------------------------|--|-------------------|
| P 02 EXT 7 ERF 00712   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| O 02 EXT 7 ERF 00733   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00734   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00739.1 |   | A. Badenhorst                        | H.S  | H.S               |
| P 02 EXT 7 ERF 00740   |   | A.K & M.N Shinana                    |  | Shinana           |
| P 02 EXT 7 ERF 00748   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00752   |   | C.G & B. Nel                         |  | Nel               |
| P 02 EXT 7 ERF 00763   |   | J.J & H. LOWE                        |  | Lowe              |
| P 02 EXT 7 ERF 00785.1 |   | Mr. R.A Herrgott & Mrs. A.N.P Sakeus |  | Herrgott & Sakeus |
| P 02 EXT 7 ERF 00794   |   | H. Louw                              | P. Senekal                                   | Senekal           |
| P 02 EXT 7 ERF 00795   |   | P.D Louw                             | P. Senekal                                   | Senekal           |
| P 02 EXT 7 ERF 00797   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00798   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00800   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00812   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00813   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |
| P 02 EXT 7 ERF 00829   |   | Z & A VAN TONDER                     | S. Kruger                                    | Kruger            |
| P 02 EXT 7 ERF 00830   |   | Z & A VAN TONDER                     | S. Kruger                                    | Kruger            |
| P 02 EXT 7 ERF 00839   |   | A.S Alexander                        |  | Alexander         |
| P 02 EXT 7 ERF 00842   |   | EPDC                                 | S. Kruger                                    | S. Kruger         |

|                         |  |                                      |           |               |
|-------------------------|--|--------------------------------------|-----------|---------------|
| P 02 EXT 7 ERF 00843    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00844    |  | A & B ARNOLD                         | M. Lorek  | Lorek         |
| P 02 EXT 7 ERF 00863    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00866    |  | D.E Tjamburo & V. Kangumine          |           | Kangumine     |
| P 02 EXT 7 ERF 00868    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00869    |  | T.N Endjala                          |           | Endjala       |
| P 02 EXT 7 ERF 00873    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00874    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00884    |  | J & N. Van Tonder                    | S. Kruger | Kruger        |
| P 02 EXT 7 ERF 00885    |  | B.B Katjimune                        |           | Katjimune     |
| P 02 EXT 7 ERF 00890    |  | T & G Human                          |           | Human         |
| P 02 EXT 7 ERF 00892    |  | Tjaart Hendrik Abraham Coetzee Roodt |           | Roodt         |
| P 02 EXT 7 ERF 00893    |  | K & C.M Makasa                       |           | Makasa        |
| P 02 EXT 7 ERF 00917    |  | H.N.M & P.T Amakutuwa                |           | Amakutuwa     |
| P 02 EXT 7 ERF 00918    |  | G & AM Mostert                       |           | Mostert       |
| P 02 EXT 7 ERF 00935    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00936    |  | T. Hatuikulipi                       |           | Hatuikulipi   |
| P 02 EXT 7 ERF 00944    |  | N Gotlieb                            | M. Lorek  | Lorek         |
| P 02 EXT 7 ERF 00950    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00955    |  | S.T & A.N Shuumbwa                   |           | Shuumbwa      |
| P 02 EXT 7 ERF 00970    |  | Jaco Henning                         |           | Henning       |
| P 02 EXT 7 ERF 00971    |  | M van der Merwe                      |           | van der Merwe |
| P 02 EXT 7 ERF 00977    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00979.01 |  | B. PFIGIRAI MRS VA MATANGA           |           | Matanga       |
| P 02 EXT 7 ERF 00990    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00991    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 00992    |  | EPDC                                 | S. Kruger | S. Kruger     |
| P 02 EXT 7 ERF 01000.1  |  | HH & MJ Van Niekerk                  |           | van Niekerk   |
| P 02 EXT 7 ERF 01001    |  | Andriette Badenhorst                 | S. Kruger | Kruger        |
| P 02 EXT 7 ERF 02018    |  | EPDC                                 | S. Kruger | S. Kruger     |

## **Matters that Management reports back on**

### **1. Interest received**

The income statement reflects that the EOA received a small amount of interest when compared against the total reserves of the EOA.

#### **Response:**

##### **a. Interest on arrears**

- i. Accounts Receivable 28 February 2017
  - 1. N\$1,080,000-00
- ii. Accounts Receivable 28 February 2018
  - 1. N\$868,763-00
- iii. Average arrears
  - 1. N\$900,000-00
- iv. Interest earned on arrears
  - 1. @ 11,75%
- v. Interest earned for 2017 to 2018 on arrear levies reflected on the income statement
  - 1. N\$72,553-00
- vi. The rough calculation illustrate that the interest on arrears @11,75% should be approximately N\$106,000-00
- vii. Shortfall
  - 1. N\$33,000-00
  - 2. The shortfall occurs because when clients are handed over for collection the interest collected is suspended in our books and charged by the attorneys.

### **2. Arrears with attorneys**

- a. Members that remain in arrears are handed over to the attorneys for collection
- b. The interest charged by the attorneys is 20,0%
- c. The interest on these arrears is only paid to us when the account is settled in full by the member to the attorneys and the monies are paid to the EOA when the folder is closed
- d. The interest on these arrears will be the N\$33,000-00 plus the difference between 11,75% and 20,0%

### **3. Interest on Surplus Funds**

##### **a. Interest on Current Account**

- i. Interest on the current account is earned at 1% on daily balance and credited at month end
- ii. The interest earned for the financial year was N\$12,000-00

## **b. Investments**

c. The EOA made the following investments:

i. Trustco Bank

1. 7 Day Notice Account
2. Amount N\$500,000-00
3. Date of investment = 30 June 2017
4. Interest rate – variable rate
5. Interest payable monthly after the deduction of withholding tax
6. Interest earned as at 28 February 2018 = N\$30,500-00

ii. Trustco Bank

1. 12 Months fixed deposit
2. Amount N\$1,300,000-00
3. Date of investment = 30 June 2017
4. Due Date 30 June 2018
5. Interest rate – 10,75%
6. Interest payable on maturity after the deduction of withholding tax
7. Accrued Interest as at 28 February 2018 = N\$93,421-92
8. The interest was not accounted for in the financials
9. The interest was accounted for on 30 June 2018 when the deposit matured

iii. With regard to the above it illustrates that the EOA earned interest of N\$123,921-92 on the investments held with Trustco Bank

iv. The financials account for N\$115,000-00 in income but does not account for:

1. Interest on arrears not received from the attorneys
2. Interest on the fixed deposit (N\$93,241-92)

d. With regard to the above the total interest earned for the financial year amounts to:

|                                 |                   |
|---------------------------------|-------------------|
| Interest on Arrears             | 72,553.00         |
| Interest on Attorney Arrears    | 33,000.00         |
| Interest on Current account     | 12,000.00         |
| Interest 7 Day Notice Account   | 30,500.00         |
| Interest accrued 1 year deposit | 93,421.92         |
|                                 | <u>241,474.92</u> |

## **4. Remuneration of Trustees**

Members raised the possibility for representatives and Trustees to be remunerated for their effort and responsibilities.

SL mentioned that we will have to consult the Articles and the matter will be dealt with in the addendum to the minutes

**Response:**

Article 13.6 and 15B.6 directs:

- 13.6 Trustees shall be entitled to be reimbursed in respect of all reasonable and vouched expenses necessarily incurred by them respectively in or about the performance of their duties as Trustees.
- 15B.6 Representatives shall be entitled to be reimbursed in respect of all reasonable and vouched expenses necessarily incurred by them respectively in or about the performance of their duties as representatives.

In accordance with the directions of the articles above it allows for Trustees and Representatives to be remunerated.

The matter will be referred to the EOA Trustees to write a Policy for remuneration of Trustees and Representatives.

**5. Ratio of Management Fees against the total Budget**

The members enquired why the management expenses, which is quite high when measured against the income of N\$5 million

**Response**

- a. The income statement reflects the following Management Expenses:

| Description                            | Amount              |
|--|---------------------|
| <b>Income</b>                          |                     |
| Levies                                 | 5,763,754.00        |
| Interest received                      | 42,533.00           |
| Penalty Fees                           | 5,200.00            |
| Arrear Levy Interest                   | 72,553.00           |
| <b>Gross Income</b>                    | <u>5,884,040.00</u> |
| <b>Management Operational Expenses</b> |                     |
| Administration and Management Fees     | 1,370,436.00        |
| Staff Expenses                         |                     |
| Casual Workers                         | 300.00              |
| Social Security                        | 7,443.00            |
| Uniforms                               | 23,664.00           |
| Wages Workers                          | 413,179.00          |
| <b>TOTAL</b>                           | <u>1,815,022.00</u> |
| % Ratio                                | 30.85%              |

With regard to the above the ratio of staff and management expenses as a percentage of total income is expressed as 30,85%.

Note 15 to the Budget explained:

Management fees are based on a cost per erf. As erven register so does the management fee increase. The monthly cost for administration amounts to N\$38,312-00 per month.

The balance of the fees are direct costs that are expensed for:

- Office Rent
- Salaries of the Estate Management Office
- Bonus for December (If approved by the Salary Review Committee)
- Salary increase of 10% in December (If approved by the Salary Review Committee)
- VAT
- Risk Man Fee (10.87%)

## 6. Estate Management

Members wanted to know what the office of the Estate Manager does and what the workers are tasked with:

1. Staff Compliment
2. Work performed in the past year
3. Work envisaged in the next 12 months

### Response:

The explanations were dealt with in the Chairman's report and we again quote:

- An Assistant Estate Manager was employed since January 2017 and this appointment seemed to be of great value for the daily operations of the office.
- With the ever expansion of the Estate, six extra General Workers was employed to bring the total number of General Workers from four to ten.
- Public Open Spaces, the clearing of pavements, road side verges and streets are receiving continuous attention.
- After a few disturbing incidents at our picnic area, the facility is now only available upon prior booking at the office of the Estate Manager.
- Our office is currently distributing and collecting some four thousand one hundred and fourteen recycling bags provided to us by Rent A Drum.
- Maintenance of the electrified perimeter fence is a key performance area: maintenance and repairs are done as and when needed immediately.
- Dealing with Building Contractors and general control of building activities is a continuous activity: numerous sites had been closed until they conformed to our rules.
- Dealing with Resident, Stakeholder and general public complaints and enquiries is a major function of this office:
  - One hundred and twenty nine Design Review Committee Recommendations had been done between February and July 2018.
  - Some five thousand one hundred and ninety six e-mails had been received and attended to during this reporting period.

- Three hundred and sixty four Contractor site visits had been made during the reporting period.
- The Office of the Estate Manager took over the issuing of access cards for workers and domestic staff and one hundred and seventy nine cards had been processed in July 2018.
- The new entrance disks for vehicles were a huge process and the office is now receiving only six to fifteen new applications per week.
- Weekly security meetings are still being held between Management and Tephcor. Perimeter fence control rounds had been changed from three hours per round to one round each hour.
- Extra security had been placed at the Elisenheim farm gate and the north eastern fences each night as well as at the Picnic area over weekends.
- Estate Rules, Guidelines and Policies:
  - The Articles of Association makes provision for twenty one separate rules, guidelines, policies and related issues: these documents had now been drafted and loaded onto the Elisenheim website. A summary of these had been completed and was circulated to members.

Planning for the new year under review.

- The office of the Estate Manager is busy converting a container for our Estate Office. Converting the container ourselves saved the ELISENHEIM OWNERS ASSOCIATION one hundred and ten thousand Namibia Dollars.
- With the expansion of the Estate, the personnel of the Estate need to be increased to include more General Workers, and Supervisory staff to help with the already heavily tasked staff compliment of the Office of the Estate Manager.

In the coming year, we would like to finalize the Lifestyle for the Public .Open .Space areas so that our children have dedicated playing areas. We would like to build on community togetherness by hosting community events for the families who chose to live on Elisenheim. We will work hard to retain our security status as one of the safest townships to live in.

EPDC in conjunction with Oryx Properties will commence shortly with the Elisenheim Village Centre. We are aiming to open up the doors to our Village Centre by the end of 2019 for various retailers.

### **Job Descriptions**

We attach the Job Descriptions of Management and Workers

## **7. Non-compliance with rules**

Members complained that they cannot see that the rules are being enforced and enquired that we report back on what has been done to enforce the rules.

## **8. Building contractors in defiance of the rules & Building Waste**

Members complained about the building waste that is strewn all over the estate and contractors that do not abide by the rules. There was a feeling that the Estate manager do not deal harshly

enough with contractors that do not abide by the rules and request that we report back on incidents that the estate has dealt with.

Schalk Jr acknowledged the problem and it was noted that the matter will be referred to the EOA Trustees and the DRC committee to deal with this aspect and whereby the DRC will address the matter with contractors and issue fines to contractors that transgress the rules.

### **Response from Estate Manager on both points 5 & 6**

In response I would first want to express the Philosophy with regard to how we approach our work as Estate Manager. It is important to note that the Estate Manager Elisenheim will foster a relationship of goodwill and co-operation with all Members/Residents/Building Contractors so that a climate of animosity will not develop between the Office and Homeowners. This animosity will in the long run only create a culture that the Office is the enemy of the members and before long this Estate will become a cesspit of inn fighting, legal battles, and distrust. Managing in a spirit of goodwill and trust will be fostered and prevail on the Estate. This spirit will only be fostered if the Office of the Estate Manager Elisenheim employs a corrective style of management rather than a punitive style of management.

The statement that the Office of the Estate Manager Elisenheim is not enforcing the rules is not true and we submit a summary of Builders site visits and actions taken for two weeks. All Builder site inspections and follow up visits as well as interventions taken are recorded.

7<sup>th</sup> Augustus to 24<sup>th</sup> August; Building site inspections done on phases one and two.

- Three to four (3 – 4) sites were visited over a period of 14 days and +/- 42 site inspections had been done.
- Twenty three (23) sites complied with the rules.
- Fourteen sites (14) had been instructed to do minor remedial work to comply and they had immediately done the work.
- Five (5) sites were in serious breach of the rules. Their sites had been closed and their employee cards had been taken and they had all been put off the Estate.
- Two (2) of the above 5 sites immediately made arrangements and complied within 24 hours.
- Three (3) of the above 5 sites are still closed until they make arrangements to comply; this is Eljo Construction's sites and they will remain closed until they comply.
- Two of the above 3 sites received a fine.
- As soon as a Contractor complies we give their entrance cards back.

## **ENVIRONMENTAL MANAGEMENT**

### **5.5. PROCEDURES CORRECTING NON-COMPLIANCE**

The Contractor shall comply with the environmental specifications and requirements as described in the Environmental Management Plan on an ongoing basis and any failure on his part to do so will entitle the Elisenheim Owners Association to impose a penalty.



In the event of non-compliance the following recommended process shall be followed:

- ***The ESTATE MANAGEMENT shall have the right to close the site and remove its workers from the Estate if there is not a functioning toilet on the site.***
- The ESTATE MANAGEMENT shall issue a written notice of non-compliance to the Contractor, ***as well as the Homeowner*** stating the nature and magnitude of the contravention.
- The Contractor shall act to correct the non-conformance within 24 hours of receipt of the notice, or within a period that may be specified within the notice.
- The Contractor shall provide the ESTATE MANAGEMENT with a written statement describing the actions to be taken to discontinue the non-conformance, the actions taken to mitigate its effects and the expected results of the actions.
- In the case of the Contractor failing to remedy the situation within the predetermined timeframe, the ESTATE MANAGEMENT ***shall have the right to close the site and remove its workers from the Estate and upon a further failing to take remedial steps to conform***, shall ***have the right to*** impose a monetary penalty based on the conditions of contract.

In the case of the Contractor being unable to remedy the situation due to permanent environmental damage already incurred, the ESTATE MANAGEMENT shall impose a monetary penalty based on the conditions of contract.

- In the case of non-compliance giving rise to physical environmental damage or destruction, the Elisenheim Owners Association shall be entitled to undertake or to cause to be undertaken such remedial works as may be required to make good such damage and to recover from the Contractor the full costs incurred in doing so.
- In the event of a dispute, difference of opinion etc, between any parties in regard to or arising out of interpretation of the conditions of the ***Rules***, disagreement regarding the implementation or method of implementation of conditions of the ***Rules*** etc., any party shall be entitled to require that the issue be referred to independent specialists for determination.
- ESTATE MANAGEMENT shall at all times have the right to stop work and/or certain activities on site in the case of non-compliance or failure to implement remedial measures.

## **5.6. FINES AND PENALTIES**

The following fines and penalties are in place for transgressions listed below. It will be issued after the procedure in **Section 5.5** has been duly followed ***and only in severe cases and after repeated non-compliance***. The ESTATE MANAGEMENT shall be the judge as to what constitutes a transgression in terms of this document.

### **5.6.1. FINES**

Fines may be issued per incident at the discretion of the ESTATE MANAGEMENT. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the ESTATE MANAGEMENT. The ESTATE MANAGEMENT will inform the Contractor as ***well as the***

**Homeowner** of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the ESTATE MANAGEMENT on the Contractor and/or his Subcontractors.

ENVIRONMENTAL MANAGEMENT NON COMPLIANCE  
SEPTEMBER 2015 // AMENDED AUGUST 2017 & FEBRUARY 2018

**FINE NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

NAME OF HOMEOWNER: ERF NO: \_\_\_\_\_

NAME OF DEVELOPER: ERF NO: \_\_\_\_\_

NAME OF BUILDING CONTRACTOR: ERF NO: \_\_\_\_\_

NAME OF SUB CONTRACTOR: ERF NO: \_\_\_\_\_

NAME OF INDIVIDUAL: ERF NO: \_\_\_\_\_

***You, your Building Contractor, Employee, or Sub-Contractor are in contravention of one or more of the Environmental Compliance Rules marked below. You are hereby fined the sum of one or more of the rules marked below.***

1. Vehicles parked or driven, persons and equipment related to Contractors operations within the "no-go", green areas, Public Open Spaces or outside demarcated boundaries;  
a. N\$2 000.00: \_\_\_\_\_
2. Any vehicle parked in the driving lane, driving recklessly or more than 40km/h;  
a. N\$1 000.00: \_\_\_\_\_
3. Any material delivered, left and or stored outside the demarcated boundaries i.e. in the street or on another Erf or on a Public Open space without prior arrangement;  
a. N\$2 000.00: \_\_\_\_\_
4. Workmen walking or repeatedly walking outside the Erf boundaries of the construction site or outside demarcated walking areas;  
a. N\$1 000.00: \_\_\_\_\_
5. Non contained and or non cleaning of spilled hazardous materials causing pollution;  
a. N\$3 000.00: \_\_\_\_\_
6. Littering on site as well as untidy "junk yard" look, type of operations;  
a. N\$500.00: \_\_\_\_\_
7. Not removing soft and hard rubble at least once a week causing a pile up of same causing pollution of the environment:  
a. N\$1 000.00: \_\_\_\_\_
8. Disposal of waste in a manner other than what was agreed upon on site or the prescribed method in the waste management plan **including** dumping of waste on neighbouring Erven, Public Open Spaces or anywhere within the greater Elisenheim area;  
a. N\$5 000.00: \_\_\_\_\_

9. Building operations without a functioning toilet on site **PRIOR TO COMMENCEMENT OF BUILDING OPERATIONS;**
  - a. Building operations will be stopped until a functioning toilet had been erected;
  - b. N\$2 000.00: \_\_\_\_\_
10. Contractors whose employees do not use the designated toilet facilities;
  - a. N\$1 000.00: \_\_\_\_\_
11. Individual employees who do not use the designated toilet facilities;
  - a. N\$200.00: \_\_\_\_\_
12. Deliberate lighting of illegal fires on site;
  - a. N\$2 000.00: \_\_\_\_\_
13. Felling of indigenous trees and or collection of wood;
  - a. N\$2 000.00: \_\_\_\_\_
14. Spilling and or wasting of water; Taps left open to run unattended. Water connections leaking water;
  - a. N\$2 000.00: \_\_\_\_\_
15. Selling of food on the estate;
  - a. N\$500.00: \_\_\_\_\_

**Procedures and process correcting non-compliance**

All Homeowners and their Contractors shall comply with the environmental specifications and requirements.

Any failure on his part to do so will entitle the ESTATE MANAGER to impose a penalty. Penalties are not only subject to and limited to the rules set out above. ***All Homeowners had been pre-warned of the rules when they signed for their purchase contracts and the Office of the Estate Manager do not have to issue a warning for a first transgression to comply before a fine is given.***

- The ESTATE MANAGER shall in its own discretion issue a fine.
- The Homeowner/Contractor shall have 24 hours or another specified time to correct the non-conformance.
- Homeowners/Contractors requested to comply shall provide the ESTATE MANAGER with a written statement describing the actions to correct the non-conformance as well the expected results of the actions. E.g. where building rubble was dumped on Public Open Spaces and the vegetation had been destroyed as a result or where protected trees had been damaged or removed.
- Failing to remedy the situation within the predetermined timeframe or in the case of permanent environmental damage the ESTATE MANAGER shall impose a monetary penalty based on the extent of the damage caused..
- The ESTATE MANAGER shall in the case of a Homeowner/Contractor not being able to remedy environmental damage or destruction, have the right to undertake such remedial works as may be required to make good the damage as well as to recover from the Homeowner/Contractor the full costs incurred in doing so.
- *All fines will be levied against the Homeowner's or Developer's levy account. It will be the responsibility of the Homeowner or Developer to subtract the penalties from their Contractors. Homeowners will be informed if and when Contractors are given warnings and or fines.*
- Any party denying the transgression of the rule that a fine was given for, will have to proof that. Any party shall have the right to refer any dispute to independent specialists for determination. ***Referring a matter for a specialist opinion will not automatically mean that the building operations can continue and this will be determined on merit.***
- ***The ESTATE MANAGEMENT shall at all times have the right to stop work and/or certain activities on site as well as entrance to the site in the case of EMP non-compliance or failure to implement remedial measures!***

**You are hereby given ( \_\_\_\_\_ ) hours or work days from receipt of this fine to remedy the marked rules.**

ESTATE MANAGEMENT: \_\_\_\_\_  
081 143 9966 // 081 127 8755

DATE: \_\_\_\_\_

HOMEOWNER: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_

BUILDING CONTRACTOR: \_\_\_\_\_

SUB CONTRACTOR: \_\_\_\_\_

INDIVIDUAL: \_\_\_\_\_

For each subsequent similar offence the fine may, at the discretion of the ESTATE MANAGEMENT, be doubled in value to a maximum value of N\$10,000.

#### 5.6.2. PENALTIES

Where the Contractor inflicts non-repairable damage upon the environment or fails to comply with any of the environmental specifications, he/she shall be liable to pay a penalty fine over and above any other contractual consequence.

The Contractor is deemed NOT to have complied with this Specification if:

- within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of the Specification;
- environmental damage due to negligence;
- Safety of contractor personnel and public being compromised due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by Estate Management or the Engineer within a specific time; the Contractor fails to respond adequately to complaints from the public; and
- Payment of any fines in terms of the contract shall not absolve the offender from being liable from prosecution in terms of any law.

The ESTATE MANAGEMENT will be responsible for a Report on the non-repairable damage and / or non-compliance with visual and other evidence as well as issuing the penalty to the contractor with the report attached.

The following penalties are suggested for transgressions:

|   |   |
|---|---|
| <i>Oil spills:</i>                        | A penalty equivalent in value to the cost of clean-up operation plus N\$1,000.                            |
|   |   |
| <i>Damage to sensitive environment:</i>   | A penalty equivalent in value to the cost of restoration operation plus 20%.                              |
|   |   |
| <i>Impact on birds and wildlife:</i>      | A penalty to a maximum of N\$2,000 for damages to any natural occurring birds and/or wildlife.            |
|   |   |
| <i>Damage to indigenous trees:</i>        | A penalty to a maximum of N\$2, 000 for unnecessary damage to any indigenous trees.                       |
|   |   |
| <i>Felling of indigenous trees:</i>       | A penalty to a maximum of N\$5, 000 for felling of any indigenous trees with a diameter of 100 mm or more |
|   |   |
| <i>Accident due to safety negligence:</i> | A penalty to a maximum of N\$50,000 for injuries to personnel or public.                                  |
|   |   |