

STRALENBERG BODY CORPORATE

S.S.312/1982

Lot 3389, Wartski drive, Margate
P.O. Box 40391, Shelly Beach, 4265

Minutes of the Annual General Meeting of the Body Corporate of Stralenberg, held on Saturday 5 December 2020 at 14h00 at flat 31, Stralenberg, Lot 3389, Wartski drive, Margate, Kwazulu Natal

We hereby submit our Response herein in RED TYPE font

1. ESTABLISHMENT OF A QUORUM Why is this AGM Minutes Report so LATE?

Mrs. Van Tonder welcomed all members present and requested that those present appoint a Chairperson for the meeting due to Mr. Frost not attending the meeting. Ms. Didloff (the representative for Mrs. H. Els of Patron house 5) stated that a Chairperson is usually only appointed after the meeting at the next Trustee meeting. It was explained to her that the meeting will require a Chairperson to take the lead at the meeting.

It was suggested that the Managing agent chair the meeting and all present approved the appointment.

Those persons present, and represented by way of proxy as reflected on the signed attached attendance register, represented a quorum, and the meeting was considered properly convened and duly constituted.

Apologies were received from all owners who appointed proxies.

The Managing agent presented proof of notice of the meeting to the Trustees present.

2. APPROVAL OF THE AGENDA

The agenda was approved.

An e mail was received from Mrs. H. Else from Patron house who requested that the following items be added to the agenda and the list was distributed to those present. It was stated that some of the items should be handled by the incoming Trustees.

Please add the following points to the Agenda for the meeting that will be held on Saturday, 5th December 2020, under point 11.

11.3 Common property garden upkeep

We hereby table that the owner of unit 4A Patron House, Helen Els be appointed to oversee / manage the upkeep of the common property garden on a daily basis and will have authority to give direct instructions to the employees.

11.4 Employees (Gardener / Cleaner / General Worker)

11.4.1 Employment agreement between employees and body corporate with regards to the accommodation arrangement for the two employees.

11.4.2 Job description: The two employees must have job descriptions to ensure that they are aware of their duties on a daily basis.

11.5 Caretaker R3 170 (increased with 6%).

11.5.1 The caretaker needs to provide a job description to ensure that it is clear to all owners what his responsibilities are.

11.6 Chairpersons

11.6.1 Report. Please note that the Chairpersons Report was not received for the previous year and this needs to be provided before the AGM.

11.6.2 Will the Chairperson still receive his levy amount as per the previous minute of 2019 as a credit on his levy statement?

11.6.3 In the minute of the previous AGM of 2019 – point 11.4. The R3 000 compensation that were paid to Mr Frost – where was this allocated in the breakdown of the financials and will this continue for the ensuing year? This is not reflecting clearly in the proposed budget for 2021.

11.7 Once off Trustees honorarium yearly: Will this still be in effect and where is it stipulated in the budget?

11.8 We are placing on record that H Els of Flat A4 was not present at the previous AGM in 2019 and this needs to be rectified in the new minutes. Furthermore, the Proxy form of H Els was signed AFTER the meeting and not 72 hours before the meeting. **Unlawful**

11.9 Managing agent: Two (2) additional quotations will be tabled at the meeting for discussion.

11.10 Water meters were installed for Stralenberg however no water meters for Patron House.

11.12 The conduct rules was not attached to the AGM pack.

11.13 Restrictions on Trustees. This will be tabled for discussion because there should be an amount attached to the restrictions on Trustees, up to an amount of R1 000 for any unbudgeted events – without having the written permission of all the owners.

11.14 Request: Please provide a copy of the FFC for Coastal Body Corporate Management and in the name of Natasha Pretorius.

“The **Managing agent must** have a valid fidelity fund certificate issued by the **Estate Agency Affairs Board (EAAB)**. In terms of the **EAAB** definitions **Managing Agents are estate agents – they must** therefore be **registered** members of the **EAAB**. If **they** operate a trust account **they must** contribute to the **EAAB's** fidelity fund.”

11.15 Please provide a copy of the Trust Account at ABSA bank of Stralenberg BC for my record.

CLARIFY THE FOLLOWING ON THE PROPOSED BUDGET FOR 2021

Admin Cost

What does this entail and provide a breakdown of the proposed R14 700-00.

3. CONFIRMATION OF THE MINUTES OF THE AGM HELD ON 1 DECEMBER 2018

The minutes were confirmed as a true reflection of the proceedings.

4. MATTERS ARISING FROM THE MINUTES

Matters arising were discussed during the course of the meeting.

- Re piping the building and installation of water meters at the same time.

Pipe work on the main building and the installation of new water meters at the garden cottage and the main building was finalised. To do the same work on Patron house would cost R58 000, which was not feasible. The recoveries for water from the main building was currently in the region of R5000 per month, taking into account that basic charges and sanitation levies formed the bulk of the cost to Ugu. The incoming Trustees will have to investigate the matter and should they wish to go forward with the installation they will have to call a special meeting with the members to explain why the installation would be feasible to meter the units. The matter would have to be resolved by the Trustees.

Ms. Didloff requested clarity on whether the owners were charged the basic charges for water or only consumption. The Managing agent queried whether any information regarding the matter

such as the owner's levy statement were given to her prior to her attending the meeting and Ms. Didloff stated that she did not receive any information.

The Managing agent stated that the members were paying R24.27 per kilo liter of water which is made up of R18.37 being the rate charged for water (in) and the sanitation rated charged per kiloliter on the water (out) of R5.90. Basic charges and sanitation charges were in the budget. Members who had been at the property would remember that there used to be a line item of R306 per unit on the statement every month for the sanitation levy. The Body Corporate then applied for gated estate tariff and due to the cost not being per unit, it was added to the budget to be dispersed on PQ.

The Managing agent stated that it was found that some units used a thousand rands worth of water and that since the meters were installed the use has declined due to water being used more sparingly. From the meter readings it could also be determined whether there were water leaks inside the units caused by toilets and taps requiring maintenance.

The cost of the water meters were queried. In the financials on page 15 the combined cost for re piping and meters was R112 339.00 as approved at the previous meeting.

- Closed circuit security cameras were installed.

5. CONSIDERATION OF THE AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 AUGUST 2020

FINANCIAL STATEMENTS

The financial statements for the year ending 31 August 2020 were tabled for consideration and the contents duly noted by those present.

The Managing agent noted that TERS funds were received from the Labour department (U.I.F) for the time that the staff were not working during the hard Covid19 lockdown. The application was made and R8 442 was received as stated on page 9 of the financial statement.

Funds were not received for the remainder of the period (3 weeks) and the time was taken as annual paid leave for the staff.

6. APPOINTMENT OF AUDITORS FOR THE ENSUING YEAR

It was resolved by those present to re-appoint Bester, Viljoen Inc. as auditors for the ensuing year.

The relevant documentation would be signed by the Trustees after the meeting.

7. APPROVAL WITH OR WITHOUT AMENDMENT:

7.1 ANTICIPATED INCOME AND EXPENDITURE FOR THE YEAR ENDING 31 AUGUST 2021

The proposed budget totaling R1 144 602.48 per annum, having previously being distributed with the notice to the meeting, was tabled for consideration.

The post box will remain open and members should use P.O. Box 22700, Margate, 4275.

The box was cleared daily by the staff and placed in the individual post boxes on the property.

The Managing agent was not reimbursed for postage and printing. The cost in the budget is for the post box and annual general meeting document printing and Stralenberg office requirements.

The reserves of R150 000 was for painting and other expenses, not just for painting.

The telephone cost was for the office land line and cell phone airtime of the Caretaker.

The Managing agent pays for the calls at times up to an hour in duration made to the Chairperson to discuss matters.

A member mentioned that there was a package from Telkom for R159 per month whereby you were able to phone landlines for free and numbers to certain cell phone carriers. The Body Corporate was unfortunately a business entity and Telkom would not offer the service to them.

A major part of the Water and sanitation budget had been removed as the water recovery was taking place as per the meter readings.

BUDGET APPROVAL

It was agreed that the levy would increase with 10% in the beginning of the annual financial year (1 September 2021) to be ratified at the next annual general meeting.

After discussions it was resolved that the proposed annual budget totaling R1 144 602.48 be approved.

It was resolved further in terms of Section 17.6 (i) (iv) of the Sectional Titles Schemes Management Act, that levies be payable in advance, over the remaining 9 months, and would remain in force to the date of the next Annual General Meeting, whereupon the Body corporate shall be required to consider a proposed budget prepared by the trustees, (with or without amendment), for the period ending 31 August 2022.

7.2 COMMUNITY SCHEME OMBUD SERVICES LEVY

A member queried whether the levy would still be raised.

The item was on the second to last column of the budget on page 14 of 38 of the meeting documents.

The item was not budgeted for in the normal expense budget but shown separately. The transactions were shown by the auditor as an expense and recovery in the financial statement (page9).

That being said members who only receive SASSA are eligible to not pay the CSOS levy. However, they were required to hand a copy of the Sassa card to the Managing agent to place on record and an affidavit to the effect that their net monthly income does not exceed R5 500 as per the CSOS directive issued.

The levy schedule was approved.

7.3 SCHEDULE OF REPLACEMENT VALUES OF UNITS FOR INSURANCE PURPOSES IN TERMS OF RULE 23(4), FOR THE ENSUING YEAR

The insurance replacement value schedule amounting to R89 253 515, having been previously distributed with the notices was tabled for due consideration by those present.

After a brief discussion it was resolved that the proposed insured values for sections and common property be approved at the meeting but that the amounts be changed to be in line with the insurance valuation carried out in November 2020. The insurance valuation had not been received in time for the meeting.

The value was for a scenario to replace the entire building should it be destroyed including removing the rubble, and professional fees that were required as per the policy schedule. Insurance covers the Body Corporate for an insured event, not for maintenance issues.

A copy of the updated schedule would be included with the meetings minutes.

Ms. Didloff enquired who the Brokers of the Body Corporate were and the Managing agent stated that it was Risk Sure Brokers and the policy details with CIA were as stated on page 3 of the audited financial statement.

The Managing agent once again asked Ms. Didloff whether she had received a copy of the meeting documentation and she stated that she had only received the agenda from the owner whom appointed her.

Mr. Hughes (the representative of Mr. Stanford Smythe of Patron house A3) queried whether damage by the staff would be covered. He raised the matter on behalf of the owner, who had highlighted the incident that he came upon the workers who were drunk and he felt that the Trustees had not dealt with it properly. The concern was that if the place burnt down because of a drunken worker the insurance would repudiate the claim, specifically when smoking.

The fire equipment was installed by Mr. Frost and the separate line for Ugu had still not been installed due to their apathy.

7.4 INSURANCE IN TERMS OF RULES 23(6), (7) AND (8)

Members were reminded that should there be any additional more expensive items in the unit such as granite counter tops that they should notify the Trustees in order for the cover limit of the unit to be adjusted.

Fidelity insurance cover to the value of R433 772 was in place as per the requirements of the Act. The cover for public liability at R50 000 000 was deemed as sufficient.

8. DETERMINATION OF THE NUMBER OF TRUSTEES AND ELECTION OF TRUSTEES FOR THE ENSUING YEAR

8.1 DETERMINATION OF THE NUMBER OF TRUSTEES

It was resolved that 3 (three) trustees be appointed for the ensuing year.

8.2 ELECTION OF TRUSTEES FOR THE ENSUING YEAR

Nominations were received for J. Korb, M. van Rensburg, R. Davies and H. Els

Mr. van Rensburg and Mrs. Korb would not stand as Trustees.

Of concern was that the new Trustees would require the guidance of a previous trustee. Mrs. Korb agreed to stand. Mrs. Nielsen queried whether Mr. Frost would not be available on a consultant basis and the Managing agent stated that he would always assist with Body Corporate matters when asked.

Mrs. Van Tonder stated that due to work commitments she would unfortunately not be able to stand as a trustee but that she was always willing to assist.

It was noted that not one member present at the meeting had the knowledge of Stralenberg that Mr. Frost had and the experience to manage the building as a Trustee.

Mr. Frost would not stand due to abuse he had been receiving from members as noted in previous meeting minutes. **Incorrect! He decided not to stand simply because of all the flak he was getting about his wrong-doings, lack of communication, telling lies and fabrications, not placing our complaints on the Agenda to be addressed, aggression, ignoring basic safety rules and procedures. He should have appeared to hand over properly!**

It was resolved that the trustees for the ensuing year were:

Mrs. J. Korb (12), Mr. R. Davies (52) , Ms. H. Els (Patron house A4).

It was noted that it was obvious that members did not know what work was carried out in the background to ensure that the functions of the Trustees were carried out.

That is indicative of poor communication by the Trustees!

9. **ANY DIRECTION OR RESTRICTIONS TO BE PLACED ON THE TRUSTEES IN TERMS OF THE ACT**

9.1 DIRECTIONS

There were no specific directions placed upon the trustees for the ensuing year.

9.2 RESTRICTIONS

There were no restrictions placed upon the trustees for the ensuing year. No value amount per item would be set as it would restrict the trustees in their functions and it would be impossible for them to seek member approval for each and every expense over R1000.

We agree with Ms. Didloff that there should be a limit applied, - say an amount of R2K. would be a good starting point, and in addition, whatever the cost of repairs whether under the R2K limit, or over, every owner/tenant must be copied with the invoice, statement and proof of payment.

They should adhere to the budgeted amounts for guidance of expenses. It would not be prudent to leave an emergency issue to wait for member approval.

The Managing agent disclosed that Mr. Frost went so far to save the Body Corporate on expenses that he had opened a account at Plumblink and was able to get trade prices on

the equipment purchased. The plumbers were only paid for the labour component of the project.

Please do not highlight this as a heroic plan from Mr. Frost. It is “Industry Standard”, and if a trustee cannot persuade a Plumblink branch to offer Trade prices, any plumber can do so, as a separate cost item to the labour costs and produce an invoiced proof of the materials required. Nothing to ‘wow’ about! It is expected!

The same system applied when the water tank installation took place.

Ms. Didloff suggested that a limit be installed, using the example that a sinkhole required to be filled. The floor agreed that the trustees were to use their discretion and common sense as they have in the past.

We agree with Ms. Didloff that there should be a limit applied, - say an amount of R2K. would be a good starting point, and in addition, whatever the cost of repairs whether under the R2K limit, or over, every owner/tenant must be copied with the invoice, statement and proof of payment.

Ms. Didloff used another example of when a storm blew part of a building of that should there be no restrictions, then the trustees could replace the roof for R100 000 without the owner owner’s input. The Managing agent explained that she described an insured event and that it was the Trustees duty to protect the building in the interim. Pinky Ntando of Flat 6, Patron House block had an ‘Insured Incident’, an insured event, with her leaking roof, which has not been resolved for over 4 years now! No action against the ‘inaction’ of the Body Corporate who could have submitted a claim to get her roof leak sorted. No action against the Managing Agent who should have submitted this to the Insurers.

No member from the floor could remember a special levy ever being raised for a maintenance issue. Because the Trustees/ Body Corporate members and The Managing Agent are a law unto themselves, operating at times within unofficial clandestine meetings, hiding and covering up a lot of issues and information from the majority of the Stralenburg and Patron House owners and tenants.

The Act defined luxurious and non luxurious expenses and how he trustees should handle certain expenses.

10. CONFIRMATION THAT THE RULES OF THE BODY CORPORATE WERE NOT AMENDED

It was confirmed that the rules of the Body Corporate were not amended during the year in terms of section 10 of the Sectional Titles Schemes Management Act of 2011. Well then please stick the Rules! You have failed to issue all concerned their 2020 AGM Minutes Report, which has to by law be available and dished out withing 7 working days. Additionally, every person has the right to request these minutes within a 10 day period. (See attachment: A.R. Stanford-Smyth Exhibit-E.)

11. SPECIAL BUSINESS

11.1 Verbal abuse towards Trustees, interference by members, member’s actions and communication affecting the reputation of the Body Corporate.

What about Verbal & Physical Abuse by the Trustees, interference by Body Corporate members, their inaction to attend to legitimate Safety Concerns, and aggressive

communications affecting the reputation of Stralenburg and Patron House Residential blocks.

There was a situation with unit 36 where a tenant used tile grout, washed his equipment inside the unit and blocked the drains. **Incorrect! That's is speculation. That is fabrication from Mr. Frost trying to get out of his responsibility to pay for the repairs, due to a 'draw-cable' which was inadvertently left in the downpipe causing congestion. The drains remained blocked until the matter was forced through into the common line. The Tenants purported not to know what had happened. Remedial work cost R30 000 to get the line open again. Mr. Frost and his crew attempted to effect repairs and just created an abortion of the job! Remedial work cost R30 000 which must be paid by Mr. Frost. Unit 36 as other flats down-the-line, also don't have 'Inspection Eye". So that proves that Deon from Flat 36 could never leave a 'draw-cable' in the pipe line, as even if he wanted to he would have to have done so via Mr. Frost's Flat 46. That didn't happen. As much as Mr. Hughes could try and explain the situation, the managing Agent just looked on in silence as did the little inner circle of Frost and Van Rensburg worshippers! We have detailed photographic proof of this. The only person who could have caused the blockage due to a 'draw-cable' that was negligently dropped in the pipeline and left behind. This was as a result of a previous job done in Mr. Frosts' Flat. He has the 'Inspection Eye'. But he knows he is liable and concocts a fabricated story that Deon poured wet tile cement/grout down the pipeline, presumably via the wash basin. He knows he is wrong and that is why he did not attend the AGM. Dishonesty!**

In the interim the grey water was running onto the lawn. **Yes! Mr. Frost's fault!**

Mr. Hughes queried the matter and stated that he heard that the Chairperson, the Caretaker and the plumber went into the top unit above 46 to dislodge the blockage as there was fish line in the pipes. **Yes! Because Mr. Frost has the 'Inspection Eye'. Obviously as Mr, Frost reported in the 2019 AGM, he experienced plumbing problems. (See Attachment: A.R. Stanford-Smyth Exhibit-G.) Frost's plumbers were negligent and dropped the draw-cable in the pipeline. That became Mr; Frosts' closely guarded secret. He knew that it was only a question of time before a blockage would occur, due to the congestion.in the pipeline. When the blockage occurred, Mr. Frost panicked and got his John the Unqualified Plumber to unnecessarily cut out a section of pipeline in Flat 36, leaving the job incomplete, in fact the attempted repair was an absolute abortion of a job, totally unnecessarily as it was a case of 'wrong diagnosis!' (See Attachment: A.R. Stanford-Smyth Exhibit-I)**

The Managing agent stated that the Body Corporate has a right to enter a unit should there be a problem affecting the building. 100% but in a friendly manner. **Not the way Mr. Frost and John the Plumber and Mr. Van Rensburg operate! Additionally, before any tradesmen are allowed into a private flat, the Body Corporate has a duty to be present and ensure that all Covid-19 Safety Protocols are adhered to. They need to inspect the tradesmen, take their temperature, see that they have sanitizers and masks on covering mouth and nose, never to be taken off. Failing that, nobody has the right to enter the premises. Was that Safety Exercise done with respect to entering Flat 36 – THE ANSWER IS NO! When you accuse the tenant Deon of being the cause of the fault, then it is justified that he will be unhappy and defend his position. No wonder why a scuffle broke out! Do you see now how AGGRESSIVE Mr. Frost and crew are?**

When they tried to enter the unit with the plumber, s scuffle broke out between the tenant and the plumber and the plumber was nearly thrown over the railing of the passage from

the third floor floor. That is because your Body Corporate Trustees are aggressive! Do you see now how AGGRESSIVE Mr. Frost and crew are? They had no right to enter without taking Covid-19 PPE protocols! The Body Corporate failed to do their duty to supervise that safety precaution!

Mr. Frost and his unqualified gardener plumber, John Loubser, should never have entered Flat 36 in the first instance. It was wrong diagnosis. John Loubser (Mr. Frost's 'go to' man is not registered with the plumbing industry registration board, apparently was once registered as a gardener.

The tenant Deon in Flat 36 actually called me to help him stop the overflow. He showed me there was no blockage in his Flat. I confirmed that I am a qualified pipe-fitter by trade. The reason that the plumber cut the pipe where he did, makes no sense, unless you have prior knowledge to what is hidden in that pipeline and could only be cut out and charged to another Flat, so that he doesn't have to foot the bill. Mr. Frost has confirmed in writing in the 2019 AGM that he has had a plumbing problem. This is as a result of that plumbing problem he is referring to!

Unfortunately the plumber was so relieved that he was still alive that he was not interested in making a case of assault against the tenant. Denied! He knew he was the guilty party that started the brawl, and that is why he did not press charges!

COVID-19

Speaking of the fact that the plumber was relieved that he is still alive, the Body Corporate's Go-To man, Mr. Frost's dear friend - John the Plumber Loubser put Deon's life and his whole family's life in great danger, when they entered his Flat to work on the plumbing problem, without wearing protective masks. This was during the period when the pandemic was at its peak. Deon's youngster was staying in the Flat as a security measure and was also there for the purpose of taking sequential photographs. We have photographic proof of John Loubser's total disregard for Deon's family's health. There were no signs of sanitization. The youngster was in their midst, hanging around in close proximity to them while they worked, in a confined space as one can expect to find in a small flat. MOST OF THE TIME HE DOES NOT APPLY COVID-19 PPE PROTOCOLS, AND NEVER WEARS A MASK. Obviously Mr. Frost is okay with this as John the Unqualified Plumber is his good friend (Buddies stick together!) (See **Attachment: A.R. Stanford-Smyth Exhibit-F.**)

There have been at least one Covid-19 death in Stralenberg Flats that I know of, and now maybe more coroner cases, or unknown cases. Additionally, a lot of folks have been infected with the virus. I have appealed to Mr. Frost to install in the foyers/ entrances some kind of PPE system whereby visitors can sign in at least so that we may track people who need to be warned about possibly catching the virus, to no avail! My concerns fall on deaf ears.

I also suggested that it would be a good idea if he puts up a few placards around strategic points around the premises, like in the passages, one on each floor perhaps, instructing all in sundry that it is COMPUSARY TO WEAR MASKS ON THE PREMIESES! He fobbed off my idea, saying that it would cost too much, and quoting a ridiculous high amount like R100,000. to implement. In my mind, the placard idea (laminated placards) being of A-4 size, could be don for less than R100. oo. This is the kind of Body Corporate chairman we have to deal with! Mr. Frost stays off-site, and so does his friend John the Unqualified Plumber. I attach a photo of Mr. Frost and John the unqualified plumber walking together with John the unqualified plumber not wearing a Mask. But equally as

important to note, is that our chairman doesn't enforce the rules, endangering all at Stralenberg! (See Attachment: A.R. Stanford-Smyth Exhibit-H.)

Did the so-called body corporate plumber disinfect and clean the flat after the work was done every day? The answer is NO! Is it just neglect or also an assault on a family. And then why not use the so-called Plumblink plumbers in the minutes 9.2 paragraph 3 page 6. they should have registered workers I should hope. The tenant to my understanding wanted a competent Plumber, not a cowboy.

The owner was adamant that their tenant was not responsible as they had a report from their own plumber days later stating so. Excellent! So why is it that you don't believe the owner? This whole saga would not have happened if you had believed the tenant Deon, and A.R. Stanford-Smyth's (my) report. Another owner, Mr. Sanford Smyth then involved himself in the matter and started sending letters to the health department, Ugu and other external persons he wished to notify of his displeasure of how the matter was handled by the Trustees.

Excellent! It is all about lies and fabrications! It is all about Safety and Health! Excellent! It is about time somebody did something about the dishonest Trustees. The truth needs to be told.

That same tenant had then moved into unit 11 and a week before the meeting the female tenant had opened a ground floor water tap on common property at the gate stating that if she does not have water, no one will have water. This at the time when the feed from Ugu was a problem. Not too sure about that extension of the story, but we doubt that!

The Tenants were costing the Body Corporate money. Denied! Mr. Frost and crew were costing the Body Corporate money! Where is the money from the scrap metal sale of the 'old' copper pipes? And why replace the whole building with new copper pipes. Why not just effect the odd repairs as new leaks occur, replacing a bend or two, or replacing a meter or two of copper pipe. Something dies not add up here! It smacks of kick-backs, unauthorized commissions, cash incentives and suspicion! Replacing all the pipes in a whole building is unheard of!

Ms. Didloff was of the opinion that the Body Corporate through the Managing agent's office should have sent to the owner warning them about the situation. Ms. Didloff is 100% correct!

The Managing agent explained that correspondence between the trustees and the owner of the unit did take place at the time. That proves how right Ms. Didloff was! Ludicrous that the Managing Agent does not maintain good current communications with owners!

A previous instance occurred whereby individual members took it upon themselves to send letters to the Management of Margate hospital whereby they showed their displeasure regarding water from the property and other matters. This without even bothering to consult with the Trustees who had detailed undertakings after negotiations with the neighbors. They were left red faced at the next meeting and had never attended another meeting as they felt that they were not treated fairly by the chairperson. This after the chairperson had to intervene to place the correct information on record with the hospital.

Totally understandable because the Trustees fob them off! Don't you read all our emails? Don't you get it! Any complaints to the SAME trustees over the years gets dropped! The

SAME Trustees give priority to their little inner-circle of voters! The trustees create their own problems!

The Caretaker sits at 11 o'clock at night to pump as much water from the system when most of the town was asleep. No one knows the extent of effort that he takes to keep the water flowing and yet he is bombarded with insults as if he is the supplier of water to the town. **Nonsense!**

Don't blow his Trumpet! It is an easy task! He gets paid! You are just creating a screen to steer away from Mr. Van Rensburg's wrong-doings! Illegally tampering with Pinky Mnguni's car. Not attending to Pinky Ntando's Leaking roof problem for over 4 years. Putting swimming pool acid into the pool whilst people old and young are still swimming! Heavy aggression, bad manners, aggressive confrontations are the order of the day. Is this the kind of man you want as 'caretaker'? We don't.

Mrs. Van Tonder recently held an umbrella over Manna in the pouring rain at night while he was pumping water into the tanks. **So what! He gets paid! It is business! He is not working a hand pump I personally helped him with the pump it takes five minutes to turn the two valves to the JoJo tanks to the right settings on that line and leave the pump to pump. Easy to automate it like your front gate. I am 63 years old and work in all-weather rain snow heat.**

This is a cover-up for him to hide the true nature of the beast in him attacking people with pool acid or letting your car tyers down the complaints are numerous if you ask the right people that you alienate.

Should members require information regarding water interruptions to th building, they should phone Ugu. The Caretaker did not supply or control the water to the area.

Derogatory and abusive letters were sent from owners that bordered on crimen injura and the persons sending them had no qualm about sending it to other individuals who had no ties to the Body Corporate. They had no qualm whether the information was truthful and attacked the personalities of the individuals concerned. **Who are you referring to? If it is our group here dealing with CSOS then rest assured we have proof of all our statements and everything is based on facts!**

The borehole water could be used to water the garden but not for human use. **Great!**

The Caretaker explained that some owners wished to change the way that work was carried out to suit them. One member specifically only wants Victor to do the windows, another only wants Ezmond to do the work.

This is because of drunk and aggressive behavior by some of the staff. I certainly won't let an aggressive worker into my flat when he has threatened me on my own property and defaced it at the same time, using Patron house as a toilet.

Tertia was thanked for making the window washing schedule every month.

11.2 Conduct rules not being adhered to i.r.o. loud music, entertaining and disruptive actions by members and their guests.

It was suggested that a panic system be installed whereby an armed response company could be summoned to intervene in order for the trustees not having to try and work with drunken guests and owners to remove the risk of assault on the trustees.

The issue was approved and the initial quotation was from ADT. The new trustees would investigate further and Wolf would be the preferred contractor due to their work ethic and reputation in town.

The trustees might hold the panic buttons and the members would be informed of the process in case of emergencies.

Mr. Hughes suggested that should a button be placed on common property that is should be enclosed and that there should be a conscious effort to remove the button to press it to ensure that there were no false alarms.

Not quite to remove the button as you put it. What Mr. Hughes was saying is that it is a good idea to put the panic button unit within a closed box which has a sliding-door type cover. (Like the typical Electrical boxes used when requiring electrical plug-points mounted eternally in the open weather) That way, one has to simply slide the cover up a bit, put your hand in and press the panic button. This avoids unnecessary false triggers.

Unaccompanied children at the pool should also not be allowed. The Trustees will notify the owners in writing should children be seen at the pool unaccompanied. The owners should take responsibility for the conduct of their tenants and attend to the matter.

Yes! and caretakers must not put dangerous chemicals in the pool when people are swimming!

Whilst we are on the subject of the swimming pool, we request that the CCTV camera focused over the pool area, and the CCTV camera focused over the Garden area, should ne removed and relocated to focus on more important areas like the entrance or anywhere along the perimeters where there may be a breach of security.

CCTV's focused on the Pool area, and the Garden area is an infringement of one's Privacy! A violation of one's Privacy. Especially as the images are wired back to the monitoring screen, in the caretaker's Flat who could then observe, and/or take numerous photos etc., etc., It is open to abuse, and a lot of folks would be very upset to know that.

It was noted that the list of concerns were sent it by an owner, H. Els, who did not attend the meetings in person but who sent a representative to the meeting.

Please add the following points to the Agenda for the meeting that will be held on Saturday, 5th December 2020, under point 11.

11.3 Common property garden upkeep

We hereby table that the owner of unit 4A Patron House, Helen Els be appointed to oversee / manage the upkeep of the common property garden on a daily basis and will have authority to give direct instructions to the employees.

Mrs. Els was now a trustee and the matter can be resolved between herself and the other trustees.

11.4 Employees (Gardener / Cleaner / General Worker)

11.4.1 Employment agreement between employees and body corporate with regards to the accommodation arrangement for the two employees.

The staff members had contracts on file.

Ms. Didloff explained that the staff members stayed over on the property. The Caretaker stated that the cost of transport was prohibitive and that there has never been an issue with the staff staying over at night. **Ms. Didloff's concern is very real. What the caretaker fails to be honest about is that usually when the staff, or perhaps just one staff member sleeps overnight on site, there are ulterior motives and that is just so they can have a party. Get drunk and entertain women.**

It was noted that no guests were allowed to stay or visit with the staff members.

But the caretaker (who should not be a caretaker), often turns a blind eye to that. Sometimes there are loud parties and that comes with loud music and drink!

The Caretaker always know when the staff members stay over as they ask permission from him.

Not all the time!

11.4.2 Job description: The two employees must have job descriptions to ensure that they are aware of their duties on a daily basis.

Mrs. Els stated previously that she had placed job descriptions in the files but they were not there prior to the meeting. The new trustees would attend to the matter. **Agreed!**

11.5 Caretaker R3 170 (increased with 6%). Existing Caretaker to be fired!

11.5.1 The caretaker needs to provide a job description to ensure that it is clear to all owners what his responsibilities are. The new Caretaker!

The incoming Trustees would attend to the matter. It was noted that the Caretaker works at all times during the day and at times he might be busy with one matter and be required to attend to another that is deemed more urgent.

11.6 Chairpersons

11.6.1 Report. Please note that the Chairpersons Report was not received for the previous year and this needs to be provided before the AGM.

The report was not distributed as in previous years due to Mr. Frost's wife passing away prior to the meeting at the time that the documents were distributed to the members.

The letter of resignation received from Mr. Frost would be included in the minutes for record purposes.

11.6.2 Will the Chairperson still receive his levy amount as per the previous minute of 2019 as a credit on his levy statement?

Mr. Frost would not be standing as a Chairperson during the following year. Previously Sarel was paid for carrying out the duties of the Chairperson but Mr. Frost had for many years not received any funds from the Body Corporate. This had changed at the previous annual general meeting. It was understood that the levy of Mr. Frost was reimbursed to him for his time spent to attend to Body Corporate matters.

The remainder of the funds allocated would be held in the budget and would only be payable should Mr. Frost return to the duties as Chairperson.

After the explanation Ms. Didloff queried whether the Chairperson would still receive the levy amount and the Managing agent told her that the matter had just been dealt with.

11.6.3 In the minute of the previous AGM of 2019 – point 11.4. The R3 000 compensation that were paid to Mr Frost – where was this allocated in the breakdown of the financials and will this continue for the ensuing year? This is not reflecting clearly in the proposed budget for 2021.

Point 11.4 in the minutes referred to the geyser insurance cover and not the Trustees.

The compensation to Mr. Frost of R2407 noted on page 9 of the financial statement was for actual costs of traveling incurred while carrying out his duties.

It was not an item for the current budget of 2021 but included in the amount for Chairperson's expenses on the "actual" portion of the budget.

11.7 Once off Trustees honorarium yearly: Will this still be in effect and where is it stipulated in the budget?

Historically an amount was budgeted every year for the Trustees, the amount is split equally between the Trustees and noted under Admin cost – honorarium // disbursement in the budget. It was not a once off.

11.8 We are placing on record that H Els of Flat A4 was not present at the previous AGM in 2019 and this needs to be rectified in the new minutes. Furthermore, the Proxy form of H Els was signed AFTER the meeting and not 72 hours before the meeting.

It was noted and all members at the meeting agreed that at the previous meeting there were 2 proxies short. Everyone agreed that the only difference would be at a postponed meeting that some of the owners who never attend but send proxies would then suddenly have paperwork sent. This to have all the same persons at the meeting as there were on that day. The owners who drove from Durban would also have to drive down again.

At the meeting some members offered to go to the members after the meeting and ask for their proxy forms. This was agreed by everyone and Mrs. Els was at no point forced to hand over the signed document if she did not wish to partake. Even without her proxy there were still sufficient quorum in the end.

11.9 Managing agent: Two (2) additional quotations will be tabled at the meeting for discussion.

Those present agreed that they did not call for quotations and that the matter of the managing agent was not up for discussion.

11.10 Water meters were installed for Stralenberg however no water meters for Patron House.

See point 4 above – matters arising

11.12 The conduct rules was not attached to the AGM pack.

The Managing agent stated that adding the rules was not a legal requirement and that it had been distributed to the members periodically over the years.

Ms. Diedloff was of the opinion that a new owner would not have the information. The Managing agent explained that an introduction pack was sent to all new members containing relevant Body Corporate information within a month after transfer and that the rules were included in the introduction pack.

Mrs. Nortje shook her head in the negative and the Managing agent undertook to resend the relevant e mail to her during the week after the meeting.

Ms. Diedloff stated that it was a requirement according to point 10 of the meeting agenda.

She was directed to re-read the agenda item that stated that amendments were noted and confirmed for the record. In order to change the rules a set procedure was in place such as a special meeting that had to be held. No member at the meeting had knowledge of such a meeting being called.

11.13 Restrictions on Trustees. This will be tabled for discussion because there should be an amount attached to the restrictions on Trustees, up to an amount of R1 000 for any unbudgeted events – without having the written permission of all the owners.

Discussed under point 9 in the minutes above

11.14 Request: Please provide a copy of the FFC for Coastal Body Corporate Management and in the name of Natasha Pretorius.

“The Managing agent must have a valid fidelity fund certificate issued by the Estate Agency Affairs Board (EAAB). In terms of the EAAB definitions Managing Agents are estate agents – they must therefore be registered members of the EAAB. If they operate a trust account they must contribute to the EAAB's fidelity fund.”

The document as requested was presented at the meeting.

Ms Diedloff took a photo of the EAAB certificate and was not in favour of merely seeing the document.

The document was handed to Mr. Davies, an incoming Trustee for his records.

11.15 Please provide a copy of the Trust Account at ABSA bank of Stralenberg BC for my record.

The Body Corporate’s funds were not held in the Managing agent’s Trust accounts but in the accounts as stated on p. 14 of the financial statements.

The insurer requires updated information of where the Body Corporate’s accounts are held and how it was administered on a yearly basis prior to the fidelity and computer crime portion of the insurance policy being renewed.

There were three accounts. A current transactional account, a savings transaction account and a reserve account. Due to legislation the first savings account is used to bank money to receive interest. Funds could be transferred between the two as required. The third account is the reserve account and not used to transfer funds without the correct resolutions taken by the Trustees authorising use of funds.

The banks do not pay interest on Trust accounts.

CLARIFY THE FOLLOWING ON THE PROPOSED BUDGET FOR 2021

Admin Cost

Covered under 11.7 above

12. CLOSURE

In closing Mr. Davies thanked the outgoing Trustees and specifically Mr. Frost for all their hard work.

He stated that communication between the members was important and he thanked the managing agent for her work.

There being no further business to discuss the meeting was duly closed at 16h12.

CERTIFIED A TRUE REFLECTION OF THE PROCEEDINGS.

.....
CHAIRPERSON

.....
TRUSTEE

.....

DATE

The Managing agent at once stage of the meeting stopped the proceedings and stated that she would prefer to refresh the members of her qualifications and stated that is seemed that Ms. Diedloff, an intern estate agent, queried matters that she had no knowledge of but that the back and forth tried to prove that the Managing agent was not competent to address the issues.

The Managing agent was a registered Estate agent holding a NQF 5 level qualification, she had completed the Board exam, and she was the principal of the company. She was qualified to sell properties but did not do so as the core that the company specialized in was Body Corporate Management. She was a member of the National Association of Nama where full membership is only possible where a member holds a valid fidelity certificate from the Estate agency affairs board. She was also a member of the Institute of Estate agents of South Africa. She undertook annual CPD training as required and was a member of Paddocks club. She had a certificate in Sectional title scheme management from UCT by Paddocks and a certificate in Sectional title bookkeeping by Paddocks.

Great to have all the credentials, a member of this, a member of that, but that does not mean an individual does their job properly. It doesn't mean you won't turn out to be a rogue Managing Agent. That does not mean you will remain impartial and reprimand Body Corporate Trustees appropriately when necessary! That doesn't mean that you will exercise the utmost good faith, honesty and integrity, care and diligence in performing your Managing Agent functions. In fact you have failed in numerous categories! You knew of all our grievances but chose not to table them at the 2020 AGM. That is why we demand to have another AGM. An honest AGM.

All these credential are great, but It doesn't mean that you adhere to all the Sectional Title Scheme Rules. Take for an example, the company Paddocks states:

The 2020 AGM Minutes Report, which has to by law be available and dished out withing 7 working days. Additionally, every person has the right to request these minutes within a 10 day period.

Your AGM Minutes Report wasn't ready in 10 days! In fact you have only done it recently as you had to because in fear of being challenged by CSOS. Your AGM Minutes Report is approx. 4 months late! Can you explain that please?

(See Attachment: A.R. Stanford-Smyth Exhibit-E.)

I hereby direct that all previous emails and photo attachments sent to CSOS, in our initial application, as listed herein below, labelled as: A.R. Stanford-Smyth email records for CSOS No.1/2/3/4 & 5, all form an integral part of this submission, as there are numerous issues to address, too numerous to load up onto this submission! We emphasize that all the email records listed below are annexed to this submission! The CSOS Office in Margate Area/ Ugu District have them stored in their archives!

A.R. Stanford-Smyth email records for CSOS No.1
A.R. Stanford-Smyth email records for CSOS No.2
A.R. Stanford-Smyth email records for CSOS No.3
A.R. Stanford-Smyth email records for CSOS No.4
A.R. Stanford-Smyth email records for CSOS No.5

Thank you
A.R. Stanford-Smyth
3 A Patron House/ Starlenberg