

*Waterfront*  
Residensieël Residential  
Bela Bela

*Phase 1-A*



**DEED OF SALE**  
(7 OCTOBER 2008 VERSION)

**BELA BELA WATERFRONT RESIDENTIAL DEVELOPMENT**  
**PHASE 1, 2, 3 & 4**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**SELLER**

Name Warmbad Waterfront (Pty) Ltd  
 Registration number 1999 / 018704 / 07  
 Herein represented by Fred van Heerden duly authorised hereto  
 Postal Address PO Box 765, Bela-Bela, 0480  
 Physical Address Century 21 Offices, Warmbad Waterfront, Old Pretoria road, Bela-Bela, 0480  
 Tel numbers 014 736 2020 Fax 014 736 5241  
 Mobile 082 888 2020 E-mail address 2020@telkomsa.net

(hereinafter referred to as the **SELLER**)

**AND**

**PURCHASER**

Name \_\_\_\_\_  
 ID \_\_\_\_\_  
 Date of birth \_\_\_\_\_  
 Pty or CC (if applicable) \_\_\_\_\_  
 Reg number \_\_\_\_\_  
 Directors or manager \_\_\_\_\_  
 Residential address \_\_\_\_\_  
 \_\_\_\_\_  
 Postal address \_\_\_\_\_  
 Tel numbers \_\_\_\_\_ Mobile \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail address \_\_\_\_\_

(hereinafter referred to as the **PURCHASER**)

Estate Agent name \_\_\_\_\_ Agency \_\_\_\_\_

**WHEREAS** the **SELLER** is the registered owner of Erf 1450, Warmbad, Extension 20.

**AND WHEREAS** a General Plan of sub-division has been approved by the Surveyor General under Nr SG 2835/2006, which approved General Plan is attached hereto as Annexure "A";

#### **DEFINITIONS**

Seller/Developer	WARMBAD WATERFRONT (PTY) LTD Reg No 1999/018704/07
Development	Bela-Bela Waterfront Residential Development Phases 1, 2, 3 and 4
Property/Erf/Stand	An erf or any interest therein, or any unit thereon (as defined in terms of the section of the title act)
Home Owners Association	Bela-Bela Waterfront Homeowners Association (Phase 1, 2, 3 or 4)
Owner	Purchaser of an Erf or any interest there in, or any unit thereon of the Development (as defined in terms of the sectional title act)
Purchaser	Owner

#### **NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:**

The **SELLER** hereby sells to the **PURCHASER**, who buys from the **SELLER** the following property:

Portion \_\_\_\_\_ of Erf 1450, Warmbad, Extension 20 (which forms part of Phase \_\_\_\_\_ of the Bela Bela Waterfront Residential Development)

Size \_\_\_\_\_ m<sup>2</sup>

#### **ON THE FOLLOWING TERMS AND CONDITIONS:**

##### **1. PURCHASE PRICE**

The purchase price agreed to by the parties is

\_\_\_\_\_

\_\_\_\_\_

(V.A.T. included), which purchase price is payable by the **PURCHASER** to the **SELLER** as follows (delete whichever is not applicable):

- 1.1 a) The **PURCHASER** shall on or before \_\_\_\_\_ pay a deposit of R \_\_\_\_\_ into the **SELLER'S** account.
- b) **PURCHASER** shall on or before \_\_\_\_\_ pay a deposit of R \_\_\_\_\_ into the **SELLER'S** account.
- c) **SELLER'S** Account details: Warmbad Waterfront (Pty) Ltd, Standard Bank (Bela Bela)  
Account number: 032226810, Branch code: 053 047

- 1.2 Payment of the balance of the purchase price, after deduction of the amount/s mentioned in clauses 1.1.a and 1.1.b, shall be paid in cash within 30 days of signature to the sellers Attorneys **ENSLIN & FOURIE / LANCER & WILLIAMS** Trust account for benefit of interest to the buyer, or the presentation of a Approved Guarantee by the buyer to the sellers Attorneys, **ENSLIN & FOURIE / LANCER & WILLIAMS**. These Approved Guaranteed monies will be payable at registration of the mentioned property in the buyers name. **(Delete attorneys which is not Applicable)**

**ENSLIN & FOURIE TRUST**

Or

**LANCER & WILLIAMS TRUST**

**STANDARD BANK (BELA BELA)**

**FIRST NATIONAL BANK (BELA BELA)**

**BRANCH CODE : 053 047**

**TAKKODE : 260 347**

**ACC NR : 032 220 014**

**ACC NR : 542 0239 5686**

**(SWIFT CODE : SBZAZAJJ)**

**(SWIFT CODE : SBZAZAJJ)**

Or

- 1.3 The Buyer must within 21 days (Twenty one days) from signature of this contract, present proof of an approval of a loan from a financial institution for the full balance of the Purchase price ( After deduction of 1.1a and 1.1b) After above mentioned approval was obtained, it must be, on request, presented to the sellers Attorneys **ENSLIN & FOURIE / LANCER & WILLIAMS**. **(Delete attorneys which is not Applicable)**

## 2. **TRANSFER COSTS**

The **PURCHASER** shall pay all transfer costs incurred in respect of the transfer of the property, (as well as bond costs and stamp duty, if applicable) which amounts shall be paid immediately upon request of the **Seller's** Attorneys, **ENSLIN & FOURIE / LANCER & WILLIAMS**.

## 3. **TRANSFER**

Transfer of the property shall be passed by the **SELLER'S** Attorneys, **ENSLIN & FOURIE / LANCER & WILLIAMS**, and shall be given upon the **PURCHASER** having complied with the payments due in terms of clauses 1 and 2 hereof and the Internal Engineering Services (water, electricity and sewerage) have been completed by the **SELLER**. Phase 1,2 and 3 already completed.

## 4. **VOETSTOOTS**

- 4.1 The property is sold "voetstoots" without warranty or representation by the **SELLER** as to its attributes and as it now stands, subject to all conditions of title, servitudes and restrictions and subject to all the sub-divisional conditions which may be imposed by the local authority, the Limpopo Provincial Government or any other authority. If on a resurvey it is found that the area of the property differs from that stated above, the **SELLER** shall not be liable for any deficiency in the extent of the property.

- 4.2 The parties record that there might be indigenous trees on the property which the **SELLER** shall endeavour to retain, however, should it be necessary, at the sole discretion of the **SELLER**, to remove any of the trees during the installation of the Internal Engineering Services or for any

reason whatsoever, the **PURCHASER** shall have no claim for damages or for a reduction in the purchase price.

5. **POSSESSION AND OCCUPATION**

- 5.1 Occupation of the property shall be taken by the **PURCHASER** on date of registration of transfer of the property into the **PURCHASER'S** name.
- 5.2 From the date upon which the **PURCHASER** takes occupation of the property the **PURCHASER** shall be liable for the payment of all rates, taxes, imposts, or other Municipal charges and Home Owner's Association levies, levied thereon. The **PURCHASER** shall refund to the **SELLER** on demand, any such rates, taxes, imposts, other Municipal charges and Home Owner's Association levies, paid by the **SELLER** in advance covering a period after the date of occupation.
- 5.3 Possession of the property shall be taken by the **PURCHASER**, on date of registration of transfer of the property into the **PURCHASER'S** name.
- 5.4 The **SELLER** and/or its authorised agent/s or contractors shall at all times have the right to enter upon the property, for purposes of inspection and to conduct such work and to make such excavations and to temporarily deposit such material, as the **SELLER** may determine or require, for all purposes in connection with the installation of the Internal Engineering Services (water & electricity and Routes for the Telco cabling) or otherwise.

6. **BREACH OF CONTRACT**

In the event of the **PURCHASER** failing to fulfil on due date any of the terms and conditions of this Deed of Sale, the **SELLER** or the **SELLER'S** agent shall have the right, after having given the **PURCHASER** 7 (SEVEN) days written notice either:

- 6.1 to cancel the sale by registered letter addressed to the **PURCHASER**, in which event the **PURCHASER** shall forfeit all monies paid to the **SELLER** or his agent in terms hereof, without prejudice to the **SELLER'S** other legal rights and remedies and the right to claim damages;

Or

- 6.2 to claim immediate payment of the whole purchase price and the fulfilment of all the terms and conditions hereof together with any damages suffered.

7. **VARIATION**

This Deed of Sale constitutes the entire agreement between the parties and no modification, variation or alteration thereto shall be valid unless in writing and signed by both parties hereto.

8. **DOMICILIUM**

All notices intended for the **SELLER** and the **PURCHASER** shall be sent to them by registered mail to the Postal Address on page 1 which address they select as their *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to them 5 (FIVE) days from the date of posting thereof by the **SELLER / PURCHASER** or his agent by registered mail.

9. **WAIVER**

Notwithstanding any express or implied provisions of this Deed of Sale to the contrary, any latitude or extension of time which may be allowed by the **SELLER** or **PURCHASER** in respect of any matter or thing that the **PURCHASER** or **SELLER** is bound to perform or observe in terms hereof, shall not, under any circumstances, be deemed to be a waiver of the other party's rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

10. **AGENT'S COMMISSION**

10.1 The **PURCHASER** knows that the Agent on p. 1 of the contract introduced him to the property and is the direct cause of this sale and indemnifies the **SELLER** against claims for agent commission.

10.2 Agents commission of 6% on the selling price plus VAT will be payable by the **SELLER** to the agent on date of transfer of the property unless this contract is cancelled by the **SELLER** due to breach of contract by the **PURCHASER**, in which case the **PURCHASER** will be liable for all agents commission and legal costs. The Agent will have the right to claim the commission directly from the **PURCHASER**, and the **PURCHASER** undertakes to pay the agent immediately. In the event of the above, the agent will have no right to claim commission from the **SELLER**.

11. **SPECIAL CONDITIONS**

11.1 The Parties acknowledge that a Home Owners Association will be registered in terms of Section 21 of the Companies Act No. 61 of 1973, which will act for the owners of the stands, and become the owner of the streets as indicated on Annexure "A" among others, and will be responsible for the upkeep, maintenance, administration, control, provision of certain services and security.

11.2 The necessary servitudes in respect of water, electricity, reservoir, electrical transformer and/or any other servitude that might be necessary will be registered by the **SELLER** at his costs.

11.3 The Building, Design and Architectural Guidelines (initialled by the **PURCHASER**) marked Annexure "B" and the Rules (initialled by the **PURCHASER**) marked Annexure "C" are annexed hereto and form part of this contract. The **PURCHASER** further acknowledges that only geysers that works from solar (sun) energy, and stoves that works from gas, are allowed to be used in their homes. Ovens may however use electricity.

11.4 The **SELLER** shall be entitled to procure that in addition to any other conditions of title, the following conditions shall be inserted in the Deed of Transfer in terms of which the **PURCHASER** takes title of the property, namely:-

11.4.1 Every owner of a property shall become and shall remain a member of the Home Owners' Association and be bound by its resolutions for as long as he is the registered owner of property within the Development. No property shall be transferred to any person who has not committed himself/herself to become a member of the Home Owners' Association. An owner shall not be entitled to transfer the property without a clearance certificate from the Home Owners' Association as proof that the provisions of the Articles of Association of the Association have been complied with and/or that all the levies have been paid.

11.4.2 The terms "Homeowners' Association" in the aforesaid conditions of the Title Deed shall mean BELA-BELA WATERFRONT HOMEOWNERS' ASSOCIATION (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions in any manner in order to affect registration of same, the **PURCHASER** hereby agrees to such amendment.

11.5 The **PURCHASER** acknowledges that he has inspected and read the documents entitled Bela-Bela Waterfront Homeowners' Association Architectural, Design and Building Guidelines (Annexure B) and Rules (Annexure C). The **PURCHASER** accepts the rules and guidelines adopted for the Development and undertake to abide by its provisions and confirm that it may be amended and altered by the above-mentioned Home Owners' Association.

## 12. **ERECTION OF IMPROVEMENTS**

12.1 The **PURCHASER** hereby undertakes irrevocably and unconditionally within a period of 24 (TWENTY FOUR) months from the date of transfer to commence to build a house and the usual outbuildings on the property in accordance with the Bela Bela Waterfront Homeowners Association Building and Architectural Guidelines.

12.2 The house must be completed within a period of 6 (SIX) months from date of commencement of the building operations or by such date as the **SELLER** in its sole discretion may decide upon.

12.3 Should the **PURCHASER** fail to commence construction of the dwelling/ house as contemplated in clause 12.1 or fail to complete the buildings within the period prescribed in clause 12.2 the **SELLER** may give written notice to the **PURCHASER** calling upon the **PURCHASER** to remedy his breach of either clause 12.1 or 12.2 within a period of 3 (THREE) months from date of such notice. Should the **PURCHASER** fail to remedy his aforesaid breach, the **SELLER** shall be entitled at his sole discretion to purchase the property from the **PURCHASER** for the purchase price paid by him for the property (which price is payable on date of transfer) and the **PURCHASER** shall be obliged to sign an agreement of sale to that effect and to make payment of all transfer costs, including transfer duty, VAT and any other charges and the amount required to settle any mortgage bond which may be registered over the erf in order to give effect to the transfer. The **PURCHASER** hereby nominates and appoints the **SELLER** or a duly authorised representative thereof to sign all such documentation, including a Power of Attorney to pass transfer and a declaration by the **PURCHASER** (as the **SELLER**) to be lodged with the Receiver of Revenue, and to do all such things as may be necessary in order to give effect to the resale and transfer of the property to the **SELLER** in terms of this clause.

- 12.4 The **PURCHASER** acknowledges that he bought the property from the **SELLER** at a special price and therefore both parties specifically agree that the house must be erected by the **SELLER** at the price and costs applicable at that stage and according to the standards applicable to the phase in which the erf is situated in the Bela-Bela Waterfront Residential Development. (Phase 4 is excluded).
- 12.5 The parties further agree that the minimum size of the houses to be erected is 140 (one hundred and forty) square metres excluding any carports for Phases 1 and 3; 120 (one hundred and forty) square metres excluding any carports for Phases 2 and 4.
- 12.6 As the property is situated in a security complex, and only one house may be erected thereon. A double-storey house may be built on the property, the size of the upper level not exceeding 66% of the surface area of the ground floor. The maximum roof height for a double-storey house is 9 metres.
- 12.7 No business may be conducted from the property.
- 12.8 This is a condition for the benefit of the **SELLER** and may be enforced by the **SELLER**, against the **PURCHASER** or his lawful successor in title. Because of the fact that the **PURCHASER** bought the property from the **SELLER** at a special price the parties agree that if the **PURCHASER** wish to sell the property within 10 (TEN) years from date of registration of the property into his name such sale will exclusively be effected by Warmbad Waterfront (Pty) Ltd. (or their nominee) as Estate Agent. For this purpose the **PURCHASER** hereby grants to Warmbad Waterfront (Pty) Ltd. (or their nominee) a sole and irrevocable mandate to find a **PURCHASER** for the property within the aforesaid period at an agreed maximum commission of 4% (FOUR PERCENT) of the purchase price, VAT excluded. If, however, Warmbad Waterfront (Pty) Ltd. (or their nominee) does not successfully find a **PURCHASER** for the property within a period of 3 (THREE) months from the date of instruction from the present owner at that stage, the present owner at that stage will be entitled to find a **PURCHASER** himself. Should the present owner at that stage find a **PURCHASER** on his own or introduce a **PURCHASER** to Warmbad Waterfront (Pty) Ltd. (or their nominee) the transaction will be handled by Warmbad Waterfront (Pty) Ltd. (or their nominee) as if it is their own client and the agreed upon commission on such transaction, due to Warmbad Waterfront (Pty) Ltd. (or their nominee) will be a maximum of 2% (TWO PERCENT) of the purchase price, VAT excluded, payable on registration and the owner at that stage hereby irrevocably gives instruction to the transferring attorney to pay over this commission to Warmbad Waterfront (Pty) Ltd. (or their nominee).
- 12.9 For any re-sales all the relevant terms and conditions of this Deed of Sale must be incorporated in such a Deed of Sale. No "for sale" signs, advertisements or any other sign whatsoever may be exhibited outside or inside the development. The only signs or advertisements of this nature that will be allowed are that of Warmbad Waterfront (Pty) Ltd. (or their nominee).

### 13. **RE-SALE OF THE PROPERTY**

Any re-sale of the property by the **PURCHASER** will be subject to the provisions of paragraph 12 herein above and any further purchaser thereof shall have the same obligations imposed on the purchaser in



terms of this Agreement. For this purpose a condition may be registered against the title deed that the **PURCHASER** shall not sell or transfer the property without the **SELLER's** (Warmbad Waterfront (Pty) Ltd.) written consent.

14. **CHANGE OF ZONING AND / OR FURTHER SUB-DIVISION OF PROPERTY**

The **PURCHASER** may not sub-divide or change the zoning of the property and if considered at all, due to the fact that the value and density will most probably change, as well as pro-rata contribution for bulk services will be payable to the **SELLER** (or his Nominee). For this purpose the **SELLER** shall register a condition against the title deed upon registration of transfer to the effect that the **PURCHASER** shall not be allowed to apply for the change of zoning rights of the stand or any subdivision without written consent of the **SELLER** (or his Nominee)

15. **SERVITUDES**

15.1 Should it be necessary, in the sole and absolute discretion of the **SELLER**, to register servitudes over or in favour of the property, the **PURCHASER** hereby guarantees and undertakes, upon request by the **SELLER**, to sign all such documents and to do all such things as may be necessary to give effect to this condition, and for this purpose hereby irrevocably and in *rem suam* appoints the attorneys to draw all such documents and sign same on his behalf so as to give effect to this condition.

15.2 Should 15.1 become applicable, the **PURCHASER** undertakes, upon request by the **SELLER**, to appear at all such places, sign all such powers of attorney and other documents and perform all such acts as may be necessary in order to effect registration of such servitudes against and in favour of the **PURCHASER's** title to the property subject to such terms and conditions as may be reasonably imposed.

16. **VALUE ADDED TAX**

The **SELLER** is registered as a vendor in terms of the Value Added Tax Act, No. 89 of 1991. The purchase price is inclusive of Value Added Tax (VAT) calculated at 14% (FOURTEEN PERCENT). In the event of the rate at which VAT is chargeable being increased after the date of signature hereof by the **PURCHASER** and such amended rate is applicable to this agreement, the purchase price shall be adjusted accordingly and any additional VAT shall also be payable by the **PURCHASER** immediately upon demand by the **SELLER**.

17. **PENALTIES**

If any monies or guarantees in terms of this agreement are not timeously paid on the agreed date, the buyer will from such like date be responsible for the payment of interest on the full purchase price to the seller, calculated at 2% above the commercial overdraft prime lending rate as determined by ABSA BANK LIMITED. If transportation of the property is delayed due to the neglect of the buyer,(e.g.: signing of transfer documents, or payment of Attorneys fees etc) the buyer will be responsible for all interest as mentioned above, for the period of time that transfer of the property is delayed.

18. **CAPACITY OF PURCHASER**

- 18.1 If the **PURCHASER** is acting as a Trustee for a Company or Close Corporation to be formed and in the event of the said Company or Close Corporation not being formed and ratifying and adopting this agreement within 30 (THIRTY) days from date hereof or any further period which the **SELLER** in his sole discretion may afford the **PURCHASER** in writing, then and in that event the **PURCHASER** in his personal capacity shall be the **PURCHASER** hereunder and be bound by all terms of this Agreement. If the Company or Close Corporation is formed and duly adopts and ratifies this agreement as aforesaid, then the signatory, by virtue of his signature hereto, binds himself as surety and co-principal debtor jointly and severally with the Company or Close Corporation for fulfilment by the Company or Close Corporation of all the terms and conditions of this agreement. In the event of a registered Company or Close Corporation being the **PURCHASER** of the property referred to above, the signatory on behalf of such Company or Close Corporation binds himself as surety and co-principal debtor jointly and severally with the **PURCHASER** for fulfilment by the Company or Close Corporation of all the terms and conditions of this agreement.
- 18.2 In the event of there being more than one **PURCHASER**, such **PURCHASER's** are jointly, severally and *in solidum* bound to the **SELLER** for the due and proper performance of all their obligations hereunder.
- 18.3 By his signature hereto the **PURCHASER** warrants that he has full legal and contractual capacity to enter into this agreement.

19. **JURISDICTION**

The parties hereto hereby consent to the jurisdiction of the Magistrate's Court of Bela-Bela in respect of any action which may arise from this Deed of Sale or the cancellation thereof, or the **PURCHASER's** occupation of the property hereby sold.

20. **GUARANTEES**

- 20.1 The **PURCHASER**, if a private person, hereby guarantees that all the written consents necessary in terms of the Matrimonial Affairs Act has been obtained or shall be obtained.
- 20.2 The **PURCHASER** further guarantees by virtue of his signature to this Agreement that the contents of this agreement have been explained to him and that he is fully aware of the meaning and the contents thereof.
- 20.3 The parties take note of the following: Although their might have been correspondence through e-mail from time to time, no changes or variations to this contract will be accepted via e-mail, unless the seller gives his written consent.

21. **FURTHER RESPONSIBILITIES OF SELLER**

Except for the installation of the Internal Engineering Services (water, electricity and sewage) before transfer the **SELLER** is also responsible to do the following within 12 months after the first registration

takes place:

- 21.1 Construct the roads in the development with paving or tar (minimum 4,5 metres wide) as well as to install street lights within a reasonable time;
- 21.2 Construct a plastered brick fence with a minimum height of 2 metres on the boundaries of the development; and
- 21.3 Install a security gate with an electrical motor and intercom system.

22. **PRE-EMPTION**

The parties agree that the buyer gives the seller Pre-emption to buy the property should the buyer decide to sell the property before a house is erected on the property as set out in clause 12 above and will the seller be entitled to take up this Pre-emption in the title deed of this property.

23. **"COOLING-OFF" PERIOD**

The parties hereby confirm that they are aware of the stipulations of Section 29(a) of the Alienation of Land Act (68 of 1981) which stipulate, among others, that if the purchase price is R250 000-00 or less and the **PURCHASER** is a natural person, the purchaser may, within 5 (FIVE) days from signature of this agreement, terminate this agreement by written notification to the seller within the said period.

23. **FURTHER CONDITIONS**

\_\_\_\_\_  
\_\_\_\_\_

Signed by the **SELLER** at \_\_\_\_\_ on \_\_\_\_\_

WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

**SELLER**

Signed by the **PURCHASER** at \_\_\_\_\_ on \_\_\_\_\_

WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

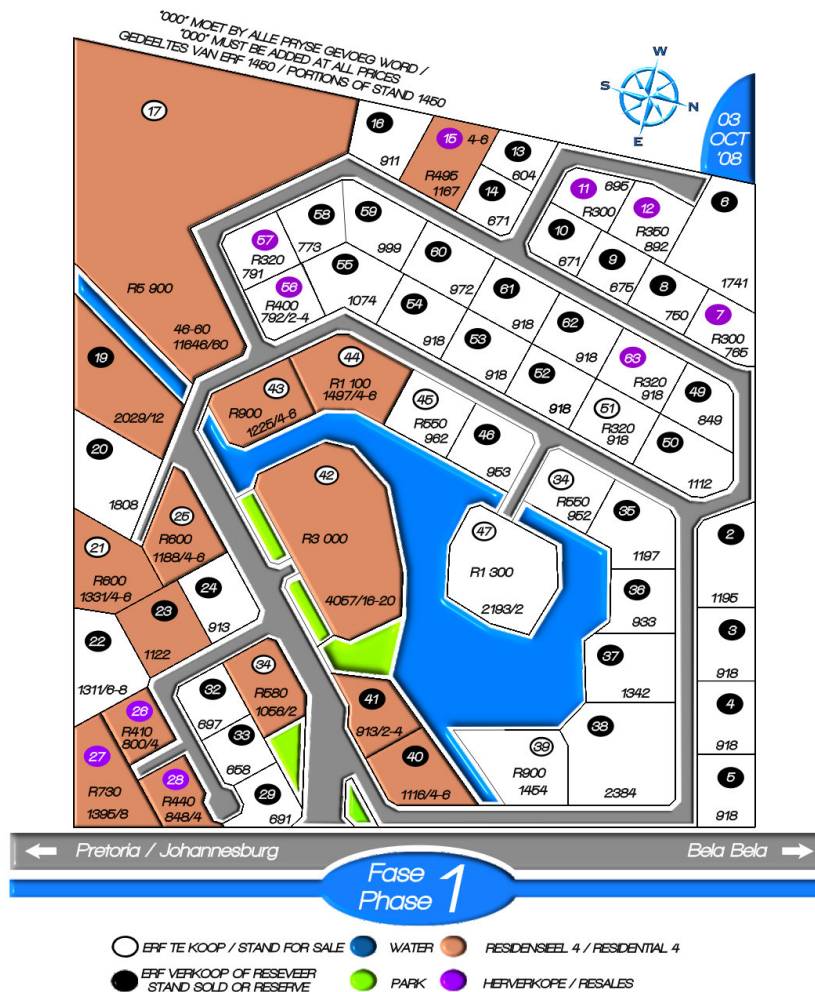
**PURCHASER**

**AGENT**

**(Duly Appointed)**

In Acceptance with Clause 10

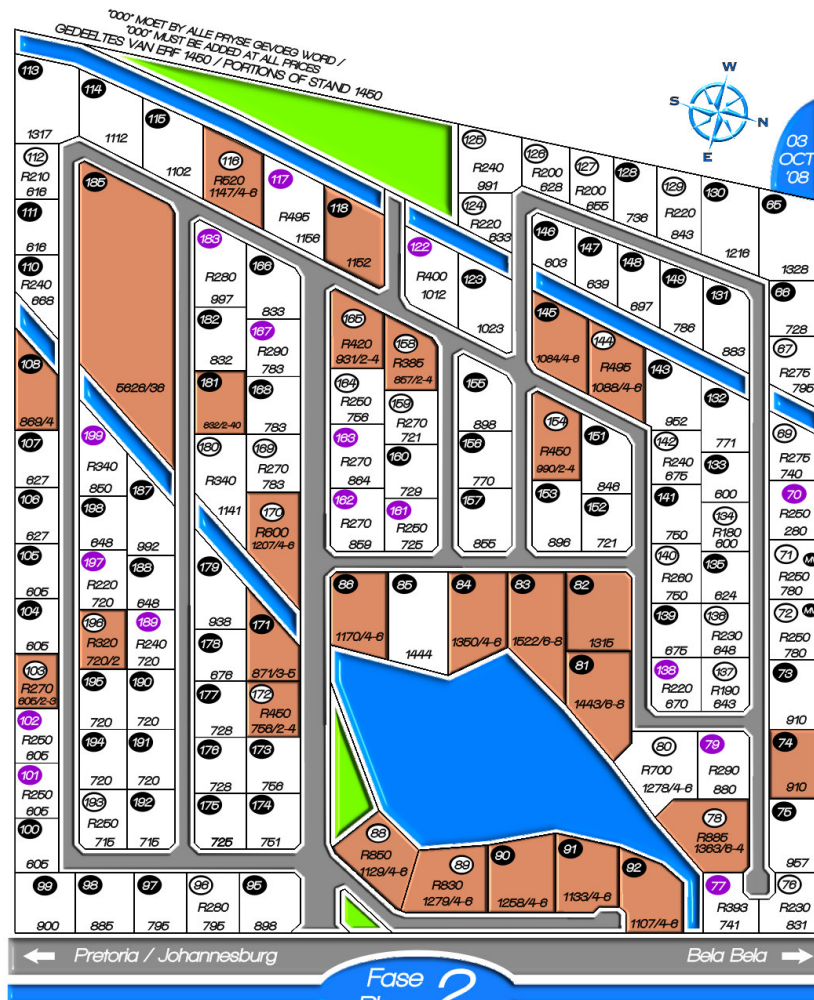
**ANNEXURE A**  
**(7 OCTOBER 2008 VERSION)**



# Waterfront

Residensieël Residential

Bela Bela

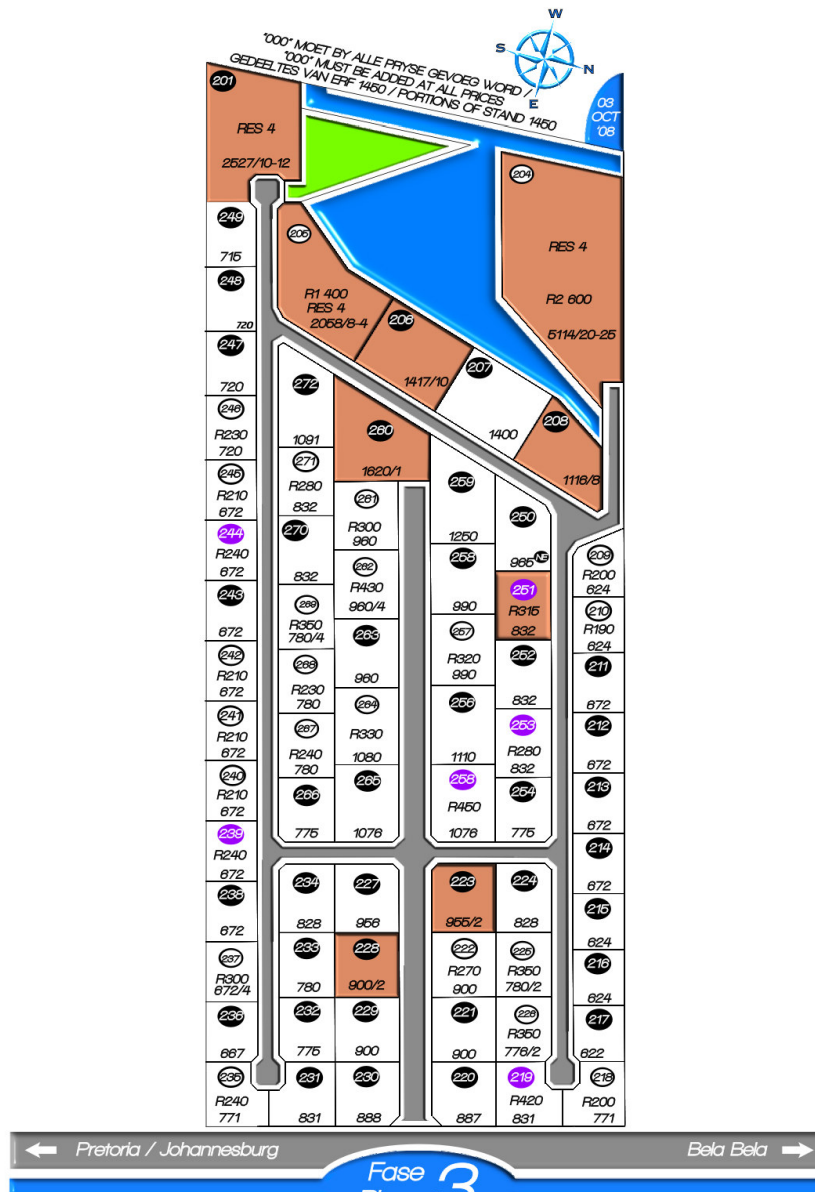


- EFF TE KOOP / STAND FOR SALE
- WATER
- RESIDENSIEËL 4 / RESIDENTIAL 4
- EFF VERKOOP OF RESERVEER / STAND SOLD OR RESERVE
- PARK
- HERVERKOPE / RE-SALES

# Waterfront

Residensieël Residential

*Bela Bela*

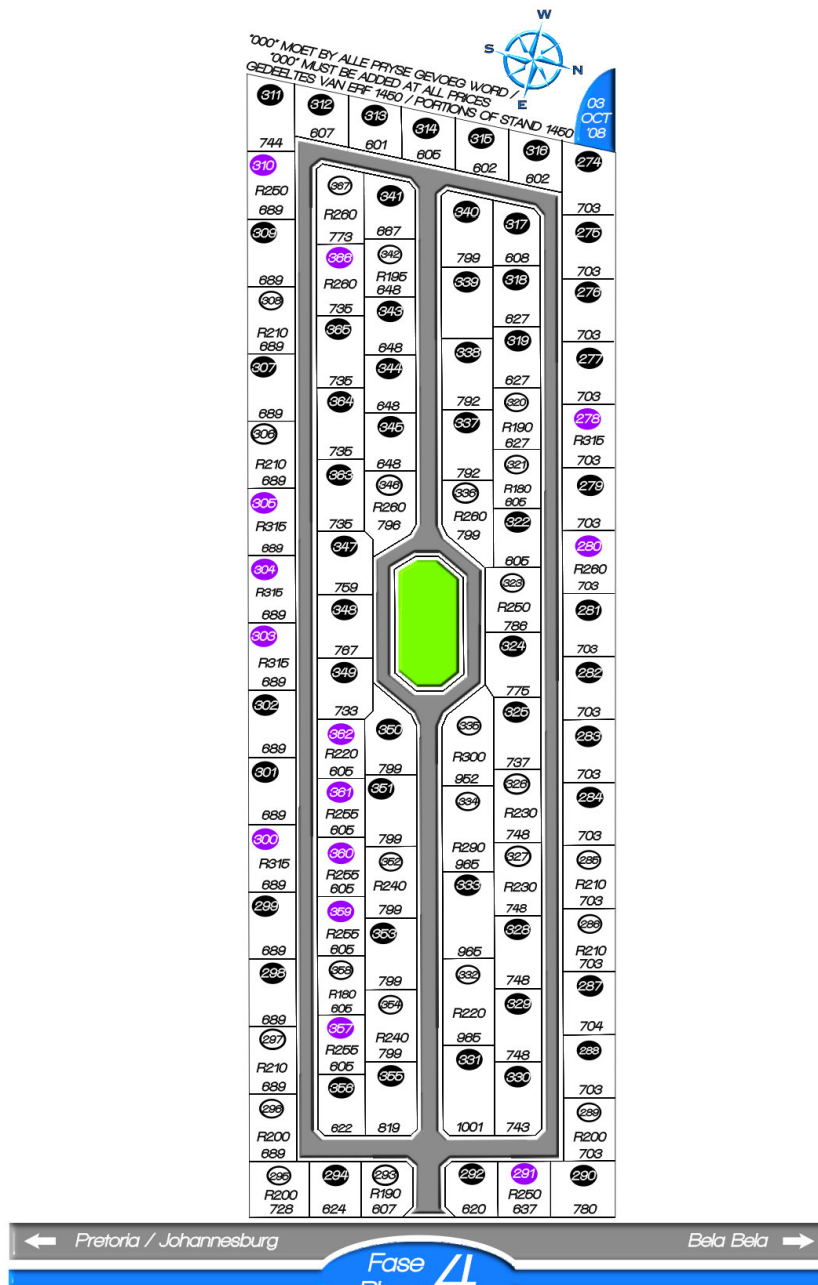


- EFF TE KOOP / STAND FOR SALE
- WATER
- RESIDENSIEËL 4 / RESIDENTIAL 4
- EFF VERKOOP OF RESERVEER / STAND SOLD OR RESERVE
- PARK
- HERVERKOPE / RE-SALES

# Waterfront Residential

Residensieël Residential

*Bela Bela*



- EFF TE KOOP / STAND FOR SALE
- WATER
- RESIDENSIEËL 4 / RESIDENTIAL 4
- EFF VERKOOP OF RESERVEER / STAND SOLD OR RESERVE
- PARK
- HERVERKOPE / RE-SALES

## ANNEXURE B

(11 DECEMBER 2006 VERSION)

### BELA BELA WATERFRONT RESIDENTIAL DEVELOPMENT PHASE 1, 2 , 3 & 4

#### BUILDING, DESIGN & ARCHITECTURAL GUIDELINES

##### 1. PURPOSE OF GUIDELINES

These guidelines set out for prospective homeowners, have been developed and compiled to harmonize as much as possible the design of the houses whilst leaving plenty of scope for individuality. The overall aim of the developer is to create, preserve and maintain an above average housing development, thereby protecting the value of individual homes as well as the environment.

These guidelines are a condition of the Agreement of Sale and will be enforced by the Bela Bela Waterfront Homeowners Association.

No party and/or resident shall have any claim of whatsoever nature for damages against the **SELLER/BBWHA** and the Trustees in their personal capacity as a result of a decision taken by the **BBWHA** regarding the interpretation of these rules.

##### 2. DEFINITIONS

<b>W.W.PTY.Ltd.</b>	Warmbad Waterfront PTY Ltd. Reg no (1999/018704/07)
<b>BBWHA</b>	BELA-BELA WATERFRONT HOMEOWNERS ASSOCIATION. Note that the Developer is the only Member at present. Upon registration all owners will become members of the homeowners Association.
<b>DEVELOPMENT</b>	The total area comprising of portion 1 to portion 367 of Erf 1450, Warmbad, Extension 20.
<b>PHASE 1</b>	Portion 2 & 6 to portion 64 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 2</b>	Portion 3 & 65 to portion 199 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 3</b>	Portion 4 & 200 to portion 272 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 4</b>	Portion 5 & 273 to portion 367 of Erf 1450 Ext.20 Warmbad.
<b>MEMBER</b>	Registered owners of a erf or any interest therein, or unit hereon (as defined in terms of the Sectional Titles Act.) of erf 1450, Warmbad Extension 20. (Each phase will have its own rules)



<b>OWNER</b>	Is the registered owner of an erf or any interest therein, or any unit thereon (as defined in terms of the Sectional Titles Act.) of erf 1450, within the Development either in a personal or corporate capacity.
<b>RESIDENT</b>	Shall include any resident and includes the owner.
<b>PROPERTY</b>	Means an erf within the Development or any interest therein/or any unit thereon (as defined in terms of the Sectional Titles Act.) of Erf 1450 Warmbad Ext. 20.
<b>ERF</b>	Means a property or any interest therein or any unit thereon (as defined in the Sectional Title Act) of erf 1450, Warmbad Ext 20)
<b>SELLER</b>	Warmbad Waterfront (Pty) Ltd. Reg. (1999/018704/07).
<b>BBWD</b>	Bela-Bela Waterfront Development.
<b>DEVELOPER</b>	Warmbad Waterfront (Pty) Ltd. Reg (1999/018704/07)

### 3. **TOWN PLANNING**

The restrictions/guidelines set out below are in addition to any restrictions imposed in terms of conditions of title, town planning schemes or national or any other building regulation. Notwithstanding how any plans or improvements might comply with any such restrictions imposed by any authority, the approval of any plans or improvements within the development shall be at the sole discretion of the **BBWHA**, which shall not be unreasonably withheld. Similarly, compliance with restrictions imposed by the **BBWHA** shall under no circumstances absolve the resident from the need to comply with restrictions imposed by any authority nor shall **BBWHA** approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

A number of pre-drawn house plans will be made available to owners. However the owner is free to design his own house with certain limitations.

Only building plans drawn by an Architect registered with that SA Architects Board will be allowed. Similarly, a Draughtsman of Building Plans accepted by the Developer and **BBWHA** will be allowed.

The architectural style of the house will be considered in conjunction with that of other houses in the estate, as well as aesthetic appearance and the proposed placing of the building and such other factors as the Developer may deem appropriate, the Developer will however make as far as possible use of the services of an architect/s to assist him in this regard. .

Every effort will be made to ensure that high standards are observed by all erf owners. However, the right to final approval of building plans ultimately vested in the Local Authority and no assurance can be given to individual owners that the same standards will be adopted throughout the development.

### 3.1. **TIME LIMIT OF THE CONSTRUCTION**

The **PURCHASER** hereby undertakes irrevocably and unconditionally within Period of 24 (TWENTY FOUR) months from the date of transfer to commence to Build a house and the usual outbuildings on the property in accordance with the **BBWHA** Building Design and Architectural Guidelines.

The house must be completed within a period of 6 (SIX) months from date of Commencement of the building operations or by such date as the **SELLER** in its Sole discretion may decide upon.

### 4. **SIZE OF DWELLING, FENCING, SIGHTING FROM ROAD AND ADJACENT STANDS AND SCREEN WALLS**

The minimum size of the dwellings erected in the different phases of the Bela-Bela Waterfront Development is as follows:

Phases 1(one) and 3(three)	= 140 m <sup>2</sup>
Phases 2(two) and 4(four)	= 120 m <sup>2</sup>

### 5. **HEIGHT OF BUILDINGS**

Two stories (split level) houses are allowed, however the right to privacy of adjacent property owners will be considered when approvals of plans are requested.

Maximum roof height 9 m.

### 6. **INTERNAL WALLS & BOUNDARIES**

Kitchen yards to be screened from neighbouring stands and streets and to be incorporated in the design and should complement the basic materials of the building.

A maximum height of 1.8m is allowed for screen walls; constructed with the same bricks as the house.

All exposed plumbing and washing lines should be fully screened from the roads or adjoining properties.

Boundary walls: Only face bricks (preferably the same brick as used in the construction of the house) or plastered walls (complementing the house) or palisade fencing or a combination thereof may be constructed. Neighbours to be contacted regarding the split of costs for boundary/fencing construction.

Note: A friendly request and discussion normally results in sharing the costs.

### 7. **DESIGN GUIDELINES**

#### **INTRODUCTION TO DESIGN GUIDELINES**

Guidelines will be applicable only to the exterior aesthetics of the buildings. The internal design will be left entirely to the purchaser's architect. The development will be enriched by the variety designs, but must still be seen as an entity. This will be accomplished by prescribing certain architectural characteristics, building elements, materials and colour schemes.

## **CHARACTERISTICS, COMPOSITION AND ELEMENTS OF BUILDINGS**

### **7.1. DESIGN CHARACTERISTICS**

A combination of characteristics will be allowed in the development:

Mediterranean

Renaissance

Italian (Palladian)

Tuscan

Balinese

Conventional e.g. houses in Panorama Park.

### **7.2. COMPOSITION**

To ensure the development will be seen as an entity, designs are limited to pitch roofs with gables and hips.

The outside should contain face bricks of good quality e.g. Corobrick if no plastering is applied.

Roof pitches to be between 21.5 and 45 degrees.

Concrete Roof Tiles, Chromadeck sheeting or equivalent may be used.

### **7.3. ELEMENTS**

Antennas, satellite dishes and solar heating systems must be positioned not to have a negative aesthetically influence on the neighbouring units and development.

### **7.4. PLUMBING**

All plumbing must be suitably screened;

No geysers may be visible from the street.

### **7.5. OUTBUILDINGS AND ADDITIONS**

These must match the original design and style, both in elevation consideration as well as materials and finishes;

Only carports enclosed by face brick (same face brick as house) or plastered and painted in the same colour as the house can be constructed.

#### 7.6. **MATERIALS AND FINISHES**

The basic colour for the development is "earthy". Pastel colours with earthy tones and combinations thereof will be accepted, no bright colours;

A range of coloured face bricks and roof tiles have been selected and can be viewed at the Developers Office.

Roof: Chromadeck sheeting is acceptable

Finishes: Face Brick  
Plastered and painted  
Combinations of the above

#### 7.7. **PROHIBITED BUILDING MATERIALS**

Within the style and outside finishing prescribed in these guidelines, no limitations in principle are placed on building materials other than the following items, the use of which is not allowed:

Unpainted plaster;

Reflective or false roofing materials;

Pre-cast concrete walls;

Razor wire;

Lean-to and metal roof or temporary carports or patent type shade netting structures;

Flat metal roofs;

No Wendy houses or other temporary structures may be erected

No sink roofs even if it is painted will be allowed.

#### 7.8. **ROOFS**

The only materials that will be considered for roofs will be either tiles or chromadeck sheeting

#### 7.9. **DRIVEWAYS**

Paving to driveways to be preferably similar to that of paving used in communal areas.

#### 7.10. **CARPORTS**

Lean-to and temporary carports will not be allowed.

#### 7.11. **GENERAL**

Roofing materials for patios, carports and outbuildings must be approved by the **BBWHA**. If approved all buildings must be enclosed by brick walls of the same quality and finishes as the main house.

No Wendy houses or other temporary structures may be erected.

#### 7.12. **SWIMMING POOLS**

All swimming pools and Jacuzzi's, regardless of size, must be covered/protected against the real possibility of children accidentally drowning. The local by-laws of Bela-Bela are applicable.

#### 7.13. **FOUNDATIONS**

The Contractors must be registered at NHBC.

Foundations must have 6 y12 reinforcing rods in and/or as designed and approved by the owner/Building Contractor's Engineer.

#### 7.14. **SOIL**

Due to the highly variable nature of the site's soil, it is essential that the building contractor's engineer takes it into consideration when planning the foundations of the building.

#### 7.15. **ALTERATIONS OR ADDITIONS**

The same design criteria and rules will apply as set out herein.

### 8. **CONDITIONS WITH REGARD TO BUILDING CONTRACTOR ACTIVITY**

Certain rules relating to Building Contractor activity in the development are applicable. The primary intention of the provisions hereunder is to ensure that all building activity at the Waterfront Development occurs with the least possible disruption to residents.

#### 8.1. **LEGAL STATUS**

The conditions governing building activities, which are set out below, are rules adopted by the **BBWHA** and are therefore binding on all residents, their professionals, contractors and sub-contractors in any building contract concluded in respect of the property in the township and all such contracts may be required to be submitted to the **BBWHA** for prior approval. The **BBWHA** has the right to suspend any building activity in contravention of any of the conditions and to refuse access to the Waterfront Development to the contractor or other workers and the **BBWHA** accepts no liability whatsoever for any losses sustained by a resident as result thereof.

## 8.2. CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY

8.2.1 Contractor activity is only allowed during the following hours:

06:30 – 17:30 during weekdays.

Note: No contractor activity is permitted on weekends and Public Holidays without special permission, as these days are viewed as private time. Special applications for contractor activity during private time must be lodged with the **BBWHA**, together with the approval of all adjacent neighbours one week prior to the required private time activity. Application can only be made for contractor activities between 07h00 till 15h00.

8.2.2 All the contractor's workers and/or the contractors' sub-contractor workers must comply with security arrangements and is subject to these rules. The owner must ensure that this is done.

8.2.3 The site is to be kept as clean and neat as possible, the contractor shall provide screened facilities for rubbish disposal, ensure that the workers use the facility provided and ensure that the rubbish is removed weekly and not burnt on site No fires will be allowed on site.

8.2.4 Deliveries from suppliers must be scheduled during the times as in paragraph 8.2.1 above.

8.2.5 The contractor must provide toilet facilities for the workers.

8.2.6 The owner and the contractor shall be responsible for damage to roads and plants and/or damage to private or estate property.

8.2.7 If the conduct of the Contractor and/or sub-contractor causes any concern to the **BBWHA**, the **BBWHA** may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified. The **BBWHA** is empowered to act at any time and without notice, and without recourse from the owner and/or contractor and/or subcontractor.

8.2.8 The above document is fully understood and the contractor and owner undertake to comply with the above points, in addition to any further controls which may be instituted by the **BBWHA** from time to time in the form of a written notification, and ensure compliance by any subcontractor employed by the contractor.

8.2.9 W.W. (Pty) Ltd. or its nominee is the designated main contractor for phases 1, 2 and 3. If the owner wishes to employ another contractor, written approval by **W.W (Pty) Ltd.** (or its nominee) will be necessary.

*The Guidelines as set out in this Annexure are by no means final and complete.*

*The **BBWHA** may revise the Building, Design & Architectural Guidelines as they see fit for their Development excluding Item 8.2.9, which can only be changed if written approval is given by **W.W. (Pty) Ltd.** (or its nominee).*

## **ANNEXURE C**

**(11 DECEMBER 2006 VERSION)**

### **BELA BELA WATERFRONT RESIDENTIAL DEVELOPMENT PHASE 1, 2 , 3 & 4**

#### **RULES**

##### **INTRODUCTION**

The prime objective of these Rules is to preserve and enhance the security, aesthetics, and environment of the Waterfront Development. These Rules must be considered as the first step to good neighbourliness and might change from time to time as the Homeowners Association may decide.

The rules have been established in accordance with the Memorandum and Articles of Association of the Bela Bela Waterfront Homeowners' Association (BBWHA). An individual Memorandum and Articles of Association for each Phase has been compiled. They are binding upon all occupants of the Development, as well as any decision taken by the Trustees in interpreting these rules.

The registered owners of the total area comprising of portion 1 to portion 367 of Erf 1450, Warmbad, Extension 20 known as Phase 1 – 4 of the Bela-Bela Waterfront Development at the Waterfront Residential Development are responsible for ensuring those members of their families; their tenants, visitors, friends and employees abide by these rules.

Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Development. General consideration of all residents by and for each other will greatly assist in assuring harmonious relations in the Development.

In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between them, exercising tolerance and consideration. When a problem cannot be resolved, the matter should be brought to the attention of the Trustees for further recommendation in terms here of. The Trustees, who meet on a monthly basis, will entertain written submissions only.

The decision of the Trustees is final and binding in respect of the interpretation of these rules.

These rules are subject to change from time to time at the discretion of the Trustees.

A reference to the singular shall include the plural and a reference to one gender shall include the other.

**DEFINITIONS**

<b>W.W. (Pty) Ltd.</b>	Warmbad Waterfront (Pty)Ltd. Reg no (1999/018704/07)
<b>BBWHA</b>	BELA BELA WATERFRONT HOMEOWNERS ASSOCIATION Note that the Developer is the only Member at present. Upon registration all owners will become members of the Homeowners Association.
<b>DEVELOPMENT</b>	The total area comprising of portion 1 to portion 367 of Erf 1450 Warmbad, Extension 20.
<b>PHASE 1</b>	Portion 2 & 6 to portion 64 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 2</b>	Portion 3 & 65 to portion 199 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 3</b>	Portion 4 & 200 to portion 272 of Erf 1450 Ext.20 Warmbad.
<b>PHASE 4</b>	Portion 5 & 273 to portion 367 of Erf 1450 Ext.20 Warmbad.
<b>MEMBER</b>	Registered owners of a erf or any interest therein, or any unit thereon (as defined in terms of the Sectional Titles Act.) of Erf 1450, Warmbad Extension 20. (Each phase will have its own rules)
<b>OWNER</b>	Is the registered owner of a erf or any interest therein, or any unit thereon (as defined in terms of the Sectional Titles Act.) of Erf 1450, within the Development either in a personal or corporate capacity.
<b>RESIDENT</b>	Shall include any resident and includes the owner.
<b>PROPERTY</b>	Means an erf within the Development or any interest therein/or any unit (as defined in terms of the Sectional Titles Act.) of Erf 1450 Warmbad Ext. 20.
<b>ERF</b>	Means a property or any interest therein or any unit thereon as defined in the Sectional Title Act.
<b>SELLER</b>	Warmbad Waterfront 9Pty) Ltd. (Reg. 1999/018704/07)
<b>BBWD</b>	Bela-Bela Waterfront Development.
<b>DEVELOPER</b>	Warmbad Waterfront (Pty) Ltd. (Reg. 1999/018704/07)



## **RULES OF CONDUCT**

### **1. USE OF THE STREETS**

The streets of the Development are for the use of all residents residing in the phase applicable. Please note that cars are considered to be part of the street environment, but not necessarily the dominating factor. All roads in the Development are public roads (even if the Homeowners Association is the owner of the roads) and are subject to the relevant National Road Traffic Act.

The speed limit is restricted to 20 km per hour, throughout the Development.

Save for the above, the National Road Traffic Act. 1996 (Act No. 93 of 1966) regarding road and street usage will apply.

Engine powered vehicles, e.g. cars and motor cycles, are permitted to drive on the streets of the Development only. Side walks are off-limits. Only licensed drivers may operate and drive engine-powered vehicles on any property that belongs to the BBWHA including the streets.

The use of all vehicles with noisy and polluting exhaust systems in the development, is prohibited (these Vehicles will not be allowed to enter the development). The National Road Traffic Act. 1996 (Act No. 93 of 1966) and local by-laws are applicable.

Unlicensed drivers will not be allowed on the roads under any circumstances.

Trucks of 3(three) tons and above are only allowed within the Development for delivery or collection of furniture and building material. Only busses with a maximum capacity to carry 32 passengers will be allowed to enter the Development.

Any damage caused by trucks and/or any vehicle shall be for the cost of the resident being visited by that vehicle.

### **2. GOOD NEIGHBOURLINESS – THE KEY TO PEACEFUL LIVING**

Any activity's and/or hobbies (such as for example mechanical, woodwork, etc.) which could cause aggravation or nuisance to fellow residents, may not be conducted from any property.

The volume of music or electronic instruments, partying and the activities of domestic help ect. should be kept at a level so as not to create a nuisance to neighbours.

The mechanical maintenance, and the use of power saws, lawn mowers, and the like, should only be undertaken between the following hours:

Monday to Saturday

May - August:           07:30 - 18:00

September - April:     07:00 – 18:30

Washing lines must be suitably screened from neighbouring properties.

Refuse, refuse bins, (except on of official collection days), garden refuse and refuse bags may not be placed on the pavement. Garden refuse must be removed on the same day.

Swimming pools must at all times be properly fenced off or covered in such a manner that they do not present any danger.

In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between them, disputes that cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:

- 2.1. Written submissions will be made by the parties involved in the dispute to the trustees;
- 2.2. The trustees may, at their sole discretion, decide as to whether the trustees will arbitrate on the matter or not;
- 2.3. In the event that the trustees are of the view that they are entitled to arbitrate on the matter, the decision of the trustees shall be final and binding in respect of the resolution of the dispute;
- 2.4. In the event that the trustees are of the view that they are not prepared to arbitrate in the matter, the trustees may either:
  - 2.4.1. Inform the parties involved that the trustees are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration;
  - 2.4.2. The trustees may refer the matter to an independent arbitrator, at the trustees' discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;
  - 2.4.3. In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

No party and/or resident shall have any claim of whatsoever nature for damages against the **SELLER / BBWHA** and the Trustees in their personal capacity as a result of a decision taken by the **BBWHA** regarding the interpretation of these rules.

All municipal by-laws will also be applicable in the Development and all provisions thereof are to be adhered to.

### 3. **ENSURING A PLEASING STREETScape**

The collective pride of the Development is dependent upon the contribution of every owner to create a neat and pleasing streetscape.

- 3.1. Each owner/occupier is responsible for maintaining the area between the kerb and the boundary of his property in a clean and pleasing condition.

- 3.2. Palisade fences forming part of the streetscape should be regularly maintained.
- 3.3. Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard.
- 3.4. Planting of trees/shrubs should not interfere with pedestrian traffic or obscure the vision of motorists.
- 3.5. No Wendy houses or tool sheds etc. may be erected. Caravans, trailers, boats, equipment, tools, engine and vehicle parts etc. as well as accommodation for pets should be located out of view and screened from neighbouring properties and the street.

#### 4. **GENERAL RULES**

- 4.1. The position, size, and placing of TV antennae and satellite dishes must not be unsightly.
- 4.2. Lean-to's and temporary carports are not permitted.
- 4.3. Roofing materials for patios, carports and outbuildings must be approved by the **BBWHA**. Approved carports, outbuildings and patios must have proper fascias. Roof should consist of non-reflexive material. No shade cloth and metal sheeting will be allowed. (Chromadeck is acceptable)
- 4.4. Boundary enclosures of a property shall be either a Palisade fence or a wall constructed with the same bricks as used in the construction of the dwelling or a combination of the two or if house is plastered then a plastered boundary wall is appropriate.
- 4.5. Paving to driveways preferably to be similar to that of paving used in communal areas. (The use of half or broken bricks will not be allowed)
- 4.6. All swimming pools and Jacuzzi's, regardless of size, must be covered/protected against the real possibility of children accidentally drowning. The local by-laws of Bela-Bela Municipality are applicable.

#### 5. **ENVIRONMENTAL MANAGEMENT**

*"The degree of environmental care exercised by a community says much for the level of culture and refinement attained by the said community". (Anon.)*

- 5.1 No rubble or refuse should be dumped or discarded in streets, sidewalks, or vacant stands.
- 5.2 Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found. Residents should also develop the habit of picking up and disposing of any litter encountered in this open space.
- 5.3 Flora may not be damaged or removed...

- 5.4. Fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Development.
- 5.5. Residents shall maintain a high standard of garden and pavement maintenance.
- 5.6. Residents should ensure that declared obnoxious flora, the obnoxious lists "A" and "B" of the National Department of Agriculture are applicable, are not planted or allowed to grow in their gardens.
- 5.7. Vacant stands must be kept clean on a regular basis to the satisfaction of the **BBWHA**, failing which, the **BBWHA** reserves the right to clean the stand at the owner's expense.
- 5.8. All the gardens of the residents must be well maintained by the owners thereof.
- 5.9. Floodlights must be adequately screened so as not to cause discomfort to neighbours.
- 5.10. Each stand owner is responsible for maintaining the area between the curb and the boundary of property in a clean and pleasing condition. The **BBWHA** can compel the owner or tenant to improve the appearance of this area when deemed necessary, at the cost of the owner.

## 6. **SECURITY**

*"Every time you break security protocol and regulations, you are making it easier for criminals to do the same". (Ex-cop)*

- 6.1. All attempts at burglary or instances of fence jumping must be reported to a member of the **BBWHA** immediately.
- 6.2. Security is an attitude; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
- 6.3. Ensure that the electric gate closes behind you and that no foreign vehicle slips through the gate behind you.
- 6.4. Due to the ever increasing threat of burglary, residents should be extremely careful in dealing with people, even when accompanied by an estate agent, who show interest in visiting the property/house. Therefore residents must only allow the estate agent and the persons accompanying him to enter the Development by appointment only. This rule is linked to the rule prohibiting the use of "For Sale" signs.

*NOTE: We advise all residents to install a home security system as soon as possible after taking occupation of their homes, and to link the system to the response system a security company/quick response organisation as designated by the **BBWHA** from time to time.*

## 7. **PETS**

Please let your pet not be a bone of contention between you and your neighbours.

- 7.1. The local authority by-laws relating to pets will be strictly enforced.
- 7.2. Pets are not permitted to roam freely in the Development and dogs must be kept on a leash when walking on the communal property.
- 7.3. Poultry, pigeons, aviaries, wild animals, or livestock may not be kept on the Estate.
- 7.4. The **BBWHA** reserves the right to request the owner to remove his pet should it become a nuisance on the Estate.

## 8. **TENANTS, VISITORS AND EMPLOYEES**

In the final analysis, the responsibility of enforcing the Rules rests with the Owner.

- 8.1. Should any owner let his property, he shall notify the **BBWHA** in writing in advance of occupation, the name of the lessee, and the period of such lease. The owner shall inform the lessee of these Rules.
- 8.2. The occupants of any property within the Development are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the House Rules.

## 9. **GENERAL**

- 9.1. This is a condition for the benefit of the **SELLER** and may be enforced by the **SELLER**, against the **PURCHASER** or his lawful successor in title.

Due to the fact that the **PURCHASER** bought the property from the **SELLER** at a special price the parties agree that if the **PURCHASER** wish to sell the property within 10 (TEN) years from date of registration of the property into his name such sale will exclusively be effected by **W.W. (Pty) Ltd.** (or their nominee) as Estate Agent. For this purpose the **PURCHASER** hereby grants to **W.W.(Pty) Ltd.** (or their nominee) a sole and irrevocable mandate to find a new **PURCHASER** for the property within the aforesaid period at an agreed maximum commission of 4%(FOUR PERCENT) of the purchase price, VAT excluded.

If however **W.W. (Pty) Ltd.** (or their nominee) does not successfully find a new **PURCHASER** for the property within a period of 3 (THREE) months from the date of instruction from the present owner at that stage, the present owner at that stage will be entitled to find a **NEW PURCHASER** himself. Should the present owner at that stage find a **NEW PURCHASER** on his own or introduce a **PURCHASER** to **W.W. (Pty) Ltd.** (or their nominee) the transaction will be handled by **W.W. (Pty) Ltd.** (or their nominee) as if it is their/his own client and the agreed upon commission on such transaction, due to **W.W. (Pty) Ltd.** (or their nominee) will be a maximum of 2,5% (TWO comma FIVE PERCENT)of the purchase price, VAT excluded, payable on registration and the owner at that

stage hereby irrevocably gives instruction to the transferring attorney to pay over this commission to **W.W. (Pty) Ltd.** (or their nominee). For any re-sales all the relevant terms and conditions of this Deed of Sale must be incorporated in such a Deed of Sale.

- 9.2. No "for sale" signs, advertisements or any other sign whatsoever may be exhibited outside or inside the development. The only signs or advertisements of this nature that will be allowed are those **W.W. (Pty) Ltd.** (or their nominee) containing contact and sales information.
- 9.3. The **PURCHASER** acknowledges that he bought the property from the **SELLER** at a special price and therefore both parties specifically agree that the house must be erected by **W.W. (Pty) Ltd.** (or their nominee) at the price and costs applicable at that stage and according to the standards applicable to the phase in which the erf is situated in the Bela-Bela Waterfront Residential Development. (This clause is applicable to Phases 1,2 & 3)
- 9.4. The **BBWHA** may revise these rules as they see fit for the Development excluding item I which may only be changed by written approval from **W.W.(Pty) Ltd.** (or its nominee). For any resale's all the relevant terms and conditions of the initial purchaser's contract must be incorporated in such a deed of sale.
- 9.5. Rezoning – The property is situated in a Security Development and may not be sub-divided and only one residence/house may be erected thereon. A double storey house may be build on the property, the size of the first floor may however not exceed 66% of the size of the ground floor. The maximum Roof height of a double storey house is 9m.

Furthermore the **PURCHASER** or its lawful successor in title may not apply to change the rights of the property by any means e.g. consent use, rezoning or any other way without the consent of **W.W. (Pty) Ltd.** (or its nominee.)

- 9.6. Only contracts similar to this contract may be used for the resale of this property.
- 9.7. In the event of a the resale of a property, the owner or his agent, are required as a condition of the title deed to ensure that the new Purchaser is aware of and receives a copy of the **BBWHA** Design & Architectural Guidelines (Annexure B) and Rules (Annexure C) and any other administrative regulation applicable, prior to the conclusion of any sale of ownership. Any new owner will automatically become a member of the **BBWHA**.

Every Person (natural or legal entity) who is an owner of a property in the Development shall automatically cease being a member of the **BBWHA** as soon as such person ceases being the registered owner of a property in the Development.

A clearance certificate must be obtained from the **BBWHA** prior to any sale of any property to serve as proof that levies and charges to the **BBWHA** are paid up in full and to ensure that the owner has adhered to all the conditions laid down by the Trustees and/or the Architectural Guidelines as well as the rules applicable to this Development. This clearance is to be obtained over and above the rates and taxes clearance from the local Authority.

## 10. **SALE**

### 10.1. **HOMEOWNERS ASSOCIATION**

The **PURCHASER** acknowledges that he is obliged upon registration of the property into his name to become a member of the **BBWHA** and agrees to do so subject to the Memorandum and Articles of Association of this body.

### 10.2. **CONDITIONS OF TITLE**

The **SELLER** shall be entitled to procure that in addition to all other conditions of title and conditions of establishment, the following condition shall be inserted in the Deed of Transfer in terms of which the **PURCHASER** takes title of the property, namely:-

10.2.1. Every owner of the erf or any other interest therein, or any unit thereon as defined in terms of the Sectional Title Act, shall become and shall remain a member of the Homeowners Association and be bound by its resolutions in terms of its powers as set out in the Memorandum and Articles of Association until such time as he/she ceases to be an owner as aforesaid. No erf or interest therein, or any unit thereon shall be transferred to any person who has not committed himself/herself to become a member of the **BBWHA** and who has irrevocably agreed in writing to abide by the Memorandum and Articles and Rules of such Association.

The owner of a property or any person who has an interest therein or any unit thereon, shall not be entitled to transfer the property or interest therein without a clearance certificate from the Association stating that the provisions of the articles of association have been complied with. The owner shall become and remain a member of the **BBWHA** and be subject to its constitution until he/she ceases to be an owner as aforesaid. Neither the property nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself/herself to the satisfaction of the Association to become a member thereof.

10.2.2. The term "Homeowners Association" in the aforesaid conditions of the Title Deed shall mean **BBWHA** (each phase will have its own Association) (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of same, the **PURCHASER** hereby agrees to such amendment.

## 11. **LEASE**

In order to ensure that the rules applicable to Bela Bela Waterfront, which regulate property ownership and occupation of the premises in the Development, are made known to the new tenant(s), the following rules relating to the letting of property shall apply:

11.1. Should an owner want to let his property, only an accredited estate agent may be selected to manage the lease.

- 11.2. The accredited agent and the owner must ensure that the tenant is informed of and receives a copy of these Rules, so that these Rules are attached as an annexure to any lease agreement.
- 11.3. The Lessee acknowledges that, upon occupation of the leased premises, he, and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.
- 11.4. Where tenants continuously breach the rules of the Estate, the owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under the **BBWHA** rules. This clause must be written into the lease agreement.
- 11.5. As the property only have residential rights no separate rooms/unit may be build or rented out (Excluding the properties that have Residential 2&3 rights)

**THE RULES AS SET OUT IN THIS ANNEXURE ARE BY NO MEANS FINAL COMPLETE.**

The **BBWHA** of each Phase may revise these rules as they see fit for their Phase excluding Item I, which can only be changed if written approval is given by **W. W. (Pty) Ltd.** or its nominee.



**ANNEXURE D**

(11 DECEMBER 2006 VERSION)

**BELA BELA WATERFRONT RESIDENTIAL DEVELOPMENT  
PHASE 1, 2 , 3 & 4**

**PURCHASER'S PARTICULARS**

NATURAL PERSONS

FULL NAMES \_\_\_\_\_

IDENTITY NUMBER \_\_\_\_\_

\*\*\* UNMARRIED / MARRIED IN COMMUNITY OF PROPERTY / MARRIED BY ANTENUPTIAL CONTRACT

(\*\*\* delete whichever is not applicable)

FULL NAMES OF SPOUSE \_\_\_\_\_

IDENTITY NUMBER OF SPOUSE \_\_\_\_\_

DATE OF MARRIAGE \_\_\_\_\_

PLACE OF MARRIAGE \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

INCOME TAX REG NO \_\_\_\_\_

SPOUSE INCOME TAX REG NO \_\_\_\_\_

WORK TELEPHONE NUMBERS \_\_\_\_\_

HOME TELEPHONE NUMBERS \_\_\_\_\_

CELL PHONE NUMBERS \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E MAIL ADDRESS \_\_\_\_\_

KINDLY NOTE: COPIES OF IDENTITY DOCUMENTS, MARRIAGE CERTIFICATE AND A DOCUMENT ISSUED BY S.A.R.S. BEARING ABOVE INCOME TAX REGISTRATION NUMBER AND NAME ARE REQUIRED.

COMPANIES, CLOSE CORPORATIONS (\*\*\* delete whichever is not applicable)

REGISTERED NAME \_\_\_\_\_

REGISTERED NUMBER \_\_\_\_\_

REGISTERED ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME UNDER WHICH BUSINESS IS CONDUCTED \_\_\_\_\_

\_\_\_\_\_

ADDRESS FROM WHICH IT OPERATES \_\_\_\_\_

\_\_\_\_\_