



# VERLOREN

Eksklusiewe Leefstyl Landgoed

“ *Bela Bela* ”

Sanctuary of Supreme Lifestyles



*Resale's*



## DEED OF SALE (FOR RESALE PURPOSES)

(11 OCTOBER 2011 VERSION)

### VERLOREN ESTATE

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

**SELLER**

Name \_\_\_\_\_  
 ID \_\_\_\_\_  
 Postal Address \_\_\_\_\_  
 Residential Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Cell number \_\_\_\_\_  
 Fax number \_\_\_\_\_ E-mail address \_\_\_\_\_

(Hereinafter referred to as the **SELLER** on the one hand)

**AND**

**PURCHASER**

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

(Hereinafter referred to as the **PURCHASER**) on the other hand

Estate Agent name \_\_\_\_\_ Agency **Century 21 / Realty 2020 cc**

**AND WHEREAS** a General Plan of consolidation and subdivision is attached hereto as Annexure A;

The property mentioned hereunder forms part of the development known as the Verloren Estate.

**DEFINITIONS**

Developer	Import Export 2020 (Pty) Ltd
Registration Number	2010/016816/07
Member	Fred van Heerden ID 5911115033089
Development	The total area comprising the farm Verloren 787 KR (1012 Ha).
Farm Verloren 787-KR	The development known as the Verloren Estate being developed on Verloren 787KR
Property/Stand/Erf	An erf or any interest therein, or any unit thereon (as defined in terms of the Sectional Title Act)
Home Owners' Association	Verloren Estate Home Owners' Association
Portion 213	Remainder of the farm Verloren 787 KR
Owner	Purchaser of an Erf or any interest therein, or any unit thereon of the Development (as defined in terms of the Sectional Titles Act)
Purchaser	Forthcoming Owner
Seller	Current 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 the farm Verloren 787-KR, which consists of \_\_\_\_\_ m<sup>2</sup>

**ON THE FOLLOWING TERMS AND CONDITIONS:**

1. **PURCHASE PRICE**

The purchase price agreed to by the parties is

\_\_\_\_\_

which is payable by the **PURCHASER** to the **SELLER** as follows:

1.1 The **PURCHASER** shall on or before \_\_\_\_\_ pay a deposit of R \_\_\_\_\_ into the **SELLER'S** account, which is the following:

\_\_\_\_\_

1.2 The **PURCHASER** shall on or before \_\_\_\_\_ pay a deposit of R \_\_\_\_\_ into **CENTURY 21's TRUST** account, which is the following:  
Realty Trust, ABSA Bank (Bela Bela), Account number: 4068163462, Branch Code: 33 444 7

1.3 Payment of the balance purchase price must be paid within 30 days after signature in cash into the **SELLER'S ATTORNEY'S TRUST** account which should be invested till date of registration and all interest earned shall be to the benefit of the **PURCHASER** or alternatively furnish the **SELLER'S ATTORNEY** with a bank guarantee (which should be acceptable by the **SELLER**) within 30 days after signature. Such a bank guarantee must be payable free of commission on date of registration at a place as determined by the **SELLER'S ATTORNEY'S**.

**SELLER'S ATTORNEY (DELETE ATTORNEY WHICH IS NOT APPLICABLE):**

**LANSER & WILLIAMS TRUST ACC.**  
**FIRST NATIONAL BANK (BELA BELA)**  
**BRANCH CODE : 260 347**  
**ACCOUNT NR : 542 0239 5686**  
**(SWIFT CODE : SBZAZAJJ)**

Or

**ENSLIN & FOURIE TRUST ACC.**  
**STANDARD BANK (BELA BELA)**  
**BRANCH CODE : 053 047**  
**ACCOUNT NR : 032 220 014**  
**(SWIFT CODE : SBZAZAJJ)**

Or **ALTERNATIVE ATTORNEYS** \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Bank name: \_\_\_\_\_  
 Branch code: \_\_\_\_\_  
 Account number: \_\_\_\_\_

1.4 This agreement is subject to the condition that the **PURCHASER** shall deliver proof of an approved loan within 21 (twenty one) days after date of signature from an approved financial institution for the balance of the purchase price or R \_\_\_\_\_. This guarantee must be presented to the **SELLER'S ATTORNEYS** upon the **SELLER'S ATTORNEYS** request. Should the **PURCHASER** not succeed to obtain approval of a loan as described above within the said period, the **SELLER** may at his discretion decide to extend the period with an additional 21 (twenty one) days.

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 ATTORNEY'S**.

3. **TRANSFER**

Transfer of the property shall be done by the **SELLER'S ATTORNEY'S**, upon the **PURCHASER** having complied with the payments due in terms of clauses 1 and 2 hereof and the mainline water reticulation and mainline electrical cables have been installed.

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 sub-divisional conditions imposed by the local authority, the Limpopo Provincial Government or any other authority. If upon 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 agree that there might be indigenous trees on the property which the **DEVELOPER** shall endeavour to retain. Should the **DEVELOPER** need 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 or reason to cancel this agreement.

## 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 Owners' Association levies, levied thereon. The **PURCHASER** shall on demand refund to the **SELLER** any such rates, taxes, imposts, other municipal charges and Home Owners' 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 the date of registration of transfer of the property into the **PURCHASER's** name.

## 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 to

- 6.1 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 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 addresses on page 1, which addresses they select as their *domicilia 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**

As **CENTURY 21 / REALTY 2020 cc** is the effective cause of the abovementioned sales agreement, commission to the amount of R\_\_\_\_\_ (VAT Included) of the purchase price is payable to **CENTURY 21 / REALTY 2020 cc** by the **SELLER** from the first available funds as soon as the suspensive conditions have been adhered to. The **SELLER** herewith authorise the afore mentioned Conveyancer to pay the commission amount or balance thereof from the proceeds of this transaction to the Estate Agency.

11. **SPECIAL CONDITIONS**

11.1 The parties acknowledge that an Association (also referred to as the Home Owners' Association) not for gain will be registered in terms of Section 21 of the Companies Act No. 61 of 1973 and that the said Association will become the owner of portion 213 (the remainder of the farm Verloren 787-KR) as indicated in Annexure A hereto, and possibly other stands and will be responsible for the upkeep, maintenance, administration, control, provision of certain services and security of this development and will also act as a Home Owners' Association for the owners of stands in this development.

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 **DEVELOPER** 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.

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 **VERLOREN ESTATE 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 Verloren Estate Building and Architectural 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.

- 11.6 The **PURCHASER** acknowledges that the development will be developed as a security private game farm. The development will include game fencing, a main entrance with controlled access gates and other security controls in order to establish a safe environment for the residents. The developer undertakes furthermore to build a clubhouse in the future when an adequate amount of stands have been sold and transferred which will include a fitness centre, heated swimming pool, jacuzzi, steam room, squash court as well as a sun downer deck.
- 11.7 All boreholes on stands on the farm Verloren 787KR will be for the benefit of the Home Owners' Association only, with the exclusion of the 6 boreholes for the existing 6 houses on the Farm Verloren 787 KR. Servitudes will or can be registered for the boreholes in favour of the new owners of 6 the houses as described above, the **DEVELOPER'S** permission in writing is however required. The Purchaser and other owners will not be entitled to sink any boreholes or dig any wells or holes for water or for any reason. The **DEVELOPER** shall be entitled to make use of any borehole on the remainder of the farm Verloren 787-KR.
- 11.8 The levies are currently R595.00 per month (2010) and are limited to a maximum escalation of 10% per annum. This amount can only be changed if the majority of the Homeowners Association approves such a change.
- 11.9 It is specifically agreed that the **SELLER** shall not pay levies in respect of unsold stands, nor shall private open spaces or roads be levied. Levies are determined by dividing the budget of the Home Owners' Association by 210. In the event of the income derived from transferred stands not being sufficient to cover the expenses, the **SELLER** will be liable for the shortfall to the extent of levies payable for the unsold sites. The levy for the corporate sites with "Multiple Residential" rights will be proportionally higher, for example, if the levy for normal sites with "Single Residential" rights for 8 beds is R595, the levy for the corporate sites with "Multiple Residential" rights for 12 beds will be R892.50 (R595 + 50%).
- 11.10 The **DEVELOPER** has the right to expand this development (Verloren) by purchasing property adjacent to the development (and consolidate it if necessary) for utilization by the Home Owners' Association. The **DEVELOPER** shall be entitled to obtain rights to sell stands on the same basis as in the current development. A maximum of 6% (six percent) of the newly acquired property will be used for development. The same terms and conditions that are applicable to the current development will apply to the stands on the newly acquired property.

All costs will be for the account of the **DEVELOPER**. The relevant authority's approval to make the above possible must be obtained. The fencing must be of the same standard as the current development. The fence between the current properties and the added property can only be removed by the **DEVELOPER** after the new fence has been erected.

The **DEVELOPER** is, in addition, obliged to pay an amount equal to 10% of the gross selling price of each stand in the newly acquired property to the current Home Owners' Association on registration of each stand into the name of a new purchaser. The money generated can then be used at the Homeowners Association's discretion and could include subsidizing levies, for improvements etc.

- 11.11 Water and electricity will be made available by the **DEVELOPER** from the main service lines on the boundary of each stand, excluding the metering devices.

11.12 Roads will be maintained in a serviceable condition but will be ordinary dirt roads. Where necessary those roads giving access to stands will be upgraded so that it can be driven upon by any ordinary motor vehicle. Other roads on the general areas of the property will be fit for 4 x 4 vehicles. The main road into the development will be of a very high standard.

The **PURCHASER** will have travelling rights over Portion 213 (the remainder of the Farm Verloren 787 - KR) for the purpose of game viewing and enjoyment of the scenery as well as any acquired properties as in 11.10. The game on the development will remain the property of the **DEVELOPER** for a maximum of 36 months after registration of the first stand has taken place. It will, however, be managed at the **DEVELOPER's** cost for the benefit of the Home Owners' Association from the date of transfer of the first stand into the name of any purchaser. The **DEVELOPER** is entitled to transfer the game to the **VERLOREN ESTATE** Home Owners' Association as soon as the Home Owners' Association is properly functioning.

The **DEVELOPER** will be entitled to apply acceptable principles of game management which might include reducing the numbers of certain species, on condition however, that other species of similar value be brought in.

11.13 Portion 213 (remainder of the farm Verloren 787-KR) and the game thereon (excluding any stands that has not yet been sold) will become the property of the **VERLOREN ESTATE** Home Owners' Association no later that 36 (thirty six) months after registration of the first stand has taken place.

11.14 The maintenance of the services on the development becomes the obligation of the Home Owners' Association after installation of the services. At this stage services will be taken over by the Home Owners' Association. After completion of the services all maintenance will be for the account of the **DEVELOPER** for a period of 12 months.

11.15 The **DEVELOPER** is allowed to remove non-indigenous trees and to sell such trees commercially, even from properties acquired by the **DEVELOPER** to expand the development at a later stage.

11.16 The **PURCHASER** acknowledges that only geysers that works from solar (sun) energy, energy saving lights & stoves using gas are allowed to be used in their homes. Ovens may however use electricity.

## 12. IMPROVEMENTS

In view of the previous special price transaction with the **SELLER** and the **DEVELOPER** and the effective transfer of this benefit to yourself you hereby accept the following conditions (as it applied the first **BUYER**):

12.1 The **PURCHASER** hereby undertakes irrevocably and unconditionally to commence to build a house and the usual outbuildings on the property within a period of 60 (sixty) months from the date of first transfer (\_\_\_\_\_) to the **PURCHASER** in accordance with the **VERLOREN ESTATE HOMEOWNERS' ASSOCIATION** Building and Architectural Guidelines.

12.2 The house must be completed within a period of 12 (twelve) months from date of commencement of the building operations or by such date as the **DEVELOPER** in his sole discretion may decide upon.

- 12.3 Should the **PURCHASER** fail to commence construction of the house as contemplated in sub clause 12.1 or fail to complete the building within the period prescribed in sub clause 12.2 the **SELLER** may give written notice to the **PURCHASER** to remedy the breach of either sub clause 12.1 or 12.2 within a period of 3 (three) months from date of such notice. Should the **PURCHASER** fail to remedy the aforesaid breach, the **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** (or by an accredited Builder with the **DEVELOPER'S** written approval) at the price and costs applicable at that stage (market related price) and according to the standards applicable to the **VERLOREN ESTATE**.
- 12.5 The **PURCHASER** may not subdivide the property and no permission will be given to subdivide the property. The **PURCHASER** will only be allowed to build one main house with a minimum size of 160 m<sup>2</sup> excluding garages, carports or a lapa as well as a maximum of 2 separate bedroom units of which the size cannot exceed 50 m<sup>2</sup> each. Only one kitchen is allowed per stand. The property can, in addition, only provide sleeping place for a maximum of 8 people at any given time.
- 12.6 The main house as mentioned in 12.5 may be a double-storey. The size of the upper level may not exceed 66% of the size of the ground floor.
- 12.7 No business may be conducted from the property.
- 12.8 This is a condition for the benefit of the **DEVELOPER** and may be enforced by the **DEVELOPER** against the **PURCHASER** or his lawful successor in title. Because of the fact that the **FIRST PURCHASER** bought the property from the **DEVELOPER** at a discounted price the parties agree that if the **PURCHASER** wishes to sell the property within 10 (ten) years from date of registration of the property into his name such sale will exclusively be affected by the **DEVELOPER** (or his nominee).

For this purpose the **PURCHASER** hereby grants to the **DEVELOPER** (or his nominee) a sole and irrevocable mandate to find a purchaser for the property within the aforesaid period at an agreed maximum commission of 6% (six percent) of the purchase price, VAT excluded. If, however, the **DEVELOPER** (or his 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 the **DEVELOPER** (or his nominee) the transaction will be handled by the **DEVELOPER** (or his nominee) as if it is their own client and the agreed upon commission on such transaction due to the **DEVELOPER**

(or his nominee) will be a maximum of 3% (three 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 the **DEVELOPER** (or his Nominee). The above mentioned commission structure can only be changed if all the parties agree thereto in writing.

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 the **DEVELOPER** (or his 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.

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

A change in the zoning of stands or any subdivision can only be considered after the 210 stands have been transferred and only by way of an 80% majority vote in the Home Owners' Association, and if considered at all, due to the fact that the value and density will most probably change, an amount will be payable to the **DEVELOPER** (or his nominee) and the **VERLOREN ESTATE HOMEOWNERS' ASSOCIATION**. The amount payable will be evenly split between the two above-mentioned parties. For this purpose the **DEVELOPER** 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 **DEVELOPER** (or his nominee) and the **VERLOREN ESTATE HOMEOWNERS' ASSOCIATION**.

### 15. **SERVITUDES**

15.1 Should it be necessary, in the sole and absolute discretion of the **DEVELOPER**, to register servitudes over or in favour of the property, the **PURCHASER** hereby guarantees and undertakes, upon request by the **DEVELOPER**, 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 **DEVELOPER** 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 (Delete whichever is not applicable)**

16.1 Both the BUYER and the SELLER hereby confirm that they have been lawfully registered as vendors for Value Added Tax (VAT) purposes and that the relevant property is sold as a Running business concern. The said property will be a Revenue-Generating business upon delivery – The Receiver of Revenue will subsequently assess it as a zero rate delivery. Should the Receiver of Revenue, however, require any VAT to be paid such VAT will be payable by the BUYER. The parties confirm that the property is generating revenue and that it has the capacity for independent trading.

Or

16.2 The **SELLER** hereby confirms that he is registered for VAT purposes and that the purchase price includes VAT.

Or

16.3 The **SELLER** hereby confirms that he is not registered for VAT purposes.

## 17. **BREACH OF CONTRACT**

17.1 The **SELLER** and the **PURCHASER** agree that all the **PURCHASER'S** obligations in terms of this contract are fundamental.

17.2 Should the **PURCHASER** violate any of the conditions of this contract, the **SELLER** will request him/her in writing to rectify the situation within 10 (TEN) days of sending or delivery of such written request.

Should the **PURCHASER** neglect to take action within the period mentioned in the notification, the **SELLER** will be entitled to:

Immediately recover all outstanding amounts from the **PURCHASER** - including the full balance of the purchase price owed to him according to the contract, with interest up to the day of payment

Or alternatively withdraw from the agreement and gain restitution of the property, and to recover all outstanding amounts - with interest at that stage - from the **PURCHASER**, as well as to keep all monies already paid by the **PURCHASER**.

Or alternatively withdraw from the agreement and gain restitution of the property, and claim indemnity for breach of contract from the **PURCHASER**.

17.3 The above conditions do not prevent the **SELLER** to take steps to protect the property and its improvements, or to claim actual realisation of the **PURCHASER'S** obligations in terms of this contract.

17.4 The **PURCHASER** will forfeit his deposit if he breaches the Contract.

Conditions mentioned above are mutatis mutandus applicable to the **SELLER** as well.

## 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 **PURCHASERS** 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.

## 21. FURTHER RESPONSIBILITIES OF THE DEVELOPER

The **SELLER** is responsible for establishing a minimum number of wild animals on the **VERLOREN ESTATE** as set out below. The developer may consider to replace some of the species with other species should the Homeowners Association make such a request.

Zebra	10	Waterbuck	12		
Sable Antelope	8	Tsessebe	10		
Blesbuck	18	Mountain Reedbuck	16		
Impala	75	Eland	10		
Kudu	15	Nyala	8		
Giraffe	4	Klipspringer	10	Bushbuck	6

## 22. "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 stipulates, among others, that if the purchase price is R250 000 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. **COMMITMENT BY THE BUYER**

The **PURCHASER** undertake to use a similar contract (in favour of the **SELLER**) for re-sale purposes for future re-sale purposes (due to the contract obligations that was placed on the initial purchaser like the building and architectural guidelines as well as the rules and regulations).

24. **FURTHER CONDITIONS**

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

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

WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

**SELLER**

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

WITNESSES:

1 \_\_\_\_\_

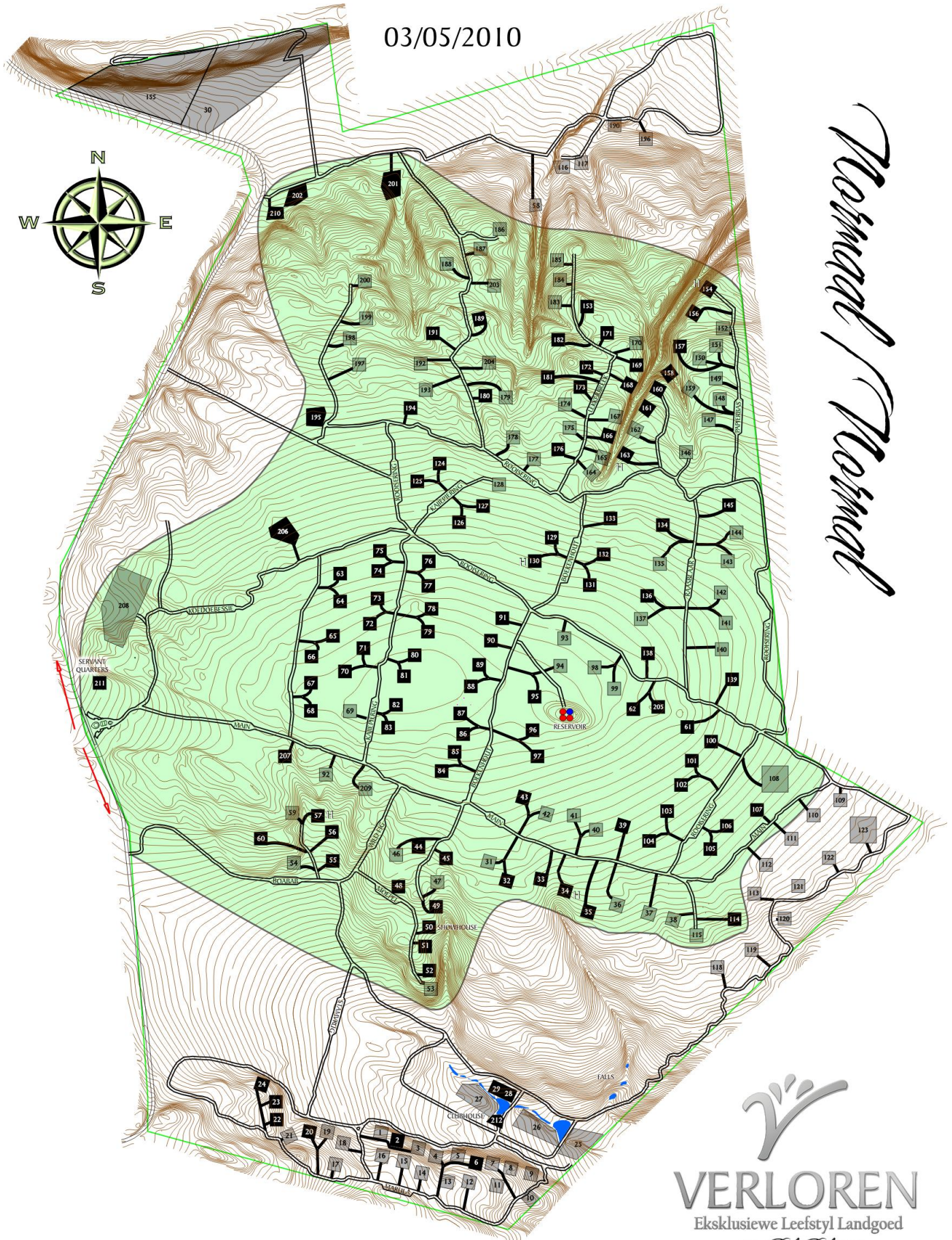
2 \_\_\_\_\_

**PURCHASER**

**AGENT**

# ANNEXURE A (28 APRIL 2011 VERSION)

03/05/2010



*Normal Normal*

Sold  
 For Sale

Phase I Serviced - 164 Sites

  
**VERLOREN**  
 Eksklusiewe Leefstyl Landgoed  
*Bola Bola*  
 Sanctuary of Supreme Lifestyles

DIAGRAM VIR GEKONSOLIDEERDE TITEL REGISTRASIE KOPIE

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 29° X			L.G. No.
		Konstantes:	± 0,00	+2 700 000,00		2098/ 2007
						Goedgekeur
AB	231,52	241 12 40	A	+65 421,16	+40 904,34	<i>André Schoeman</i>
BC	849,98	258 42 10	B	+65 218,26	+40 792,84	
CD	420,67	351 56 50	C	+64 384,75	+40 626,34	
DE	1 471,91	253 50 16	D	+64 325,81	+41 042,86	
EF	2 772,15	354 06 44	E	+62 912,07	+40 633,14	
FG	594,42	299 33 10	F	+62 627,70	+43 390,67	
GH	2 219,13	45 29 55	G	+62 110,62	+43 683,86	
HJ	1 425,75	105 15 02	H	+63 693,38	+45 239,31	
JK	126,89	180 15 30	J	+65 068,92	+44 864,28	
KL	1 044,71	176 04 48	K	+65 068,35	+44 737,39	
LM	390,18	155 06 20	L	+65 139,77	+43 695,12	
MN	395,63	164 49 30	M	+65 304,01	+43 341,19	
NP	258,07	181 21 20	N	+65 407,57	+42 959,35	
PQ	1 606,52	206 52 57	P	+65 401,47	+42 701,35	
QR	137,39	163 35 50	Q	+64 675,06	+41 268,44	
RS	445,88	109 23 10	R	+64 713,86	+41 136,64	
SA	298,84	106 23 10	S	+65 134,46	+40 988,64	
59	Tweefontein		Δ	+63 437,96	+43 282,29	
61	Verloren		Δ	+66 945,80	+44 352,62	

VEL 1 VAN 4 VELLE

Beskrywing van bakens

A,B,N,P,Q,R : 20mm Ysterpen in klipstapel.  
 C,S : Ronde ysterpaal.  
 D,J,K,L : Standaardysterpaal.  
 E,F,G : 20mm Ysterpyp in klipstapel.  
 H : 12mm Ysterpen in klipstapel.  
 M : Gat in rots onder klipstapel.

WET 67/1995  
ART. 49

Serwituutnotas:

- Die figuur SImnpqrsdtuvwS stel voor 'n Serwituut van Reg van Weg. Sien Diagram L.G.No. A 4472/1970. Serwituut No. 691/1972.<sup>S</sup>
- Die lyn x y z aa bb cc dd ee ff stel voor die Noordelike grens van 'n Serwituut van Reg van Weg 6,00 m wyd. Sien Diagram L.G.No. 3207/2002. Serwituut No.

Die figuur ABCDEFGHIJKLMNPQRSAstel voor 1 012,0158 hektaar grond, syndedie plaas VERLOREN No. 787-KR

en bestaan uit komponente 1 tot 7 soos beskryf op Vel 2.

Limpopo Provinsie

Opgemeet in Mei tot Oktober 2006 deur my

*M. Bekker*  
M.Bekker PLS 1150  
Professionele Landmeter

Hierdie diagram is geheg aan

Die oorspronklike diagramme is soos op Vel 2 aangetoon

Lêer KR 787

No. :

M.S. : 857/ 2007

ged.

A.P. :

t.g.v.

Komp. : KR-7B

Registrateur van Aktes Pretoria

T.P. :

REGISTRASIE KOPIE

DIAGRAM VIR GEKONSOLIDEERDE TITEL

Die plaas VERLOREN No. 787-KR

L.G. No.

2098/ 2007

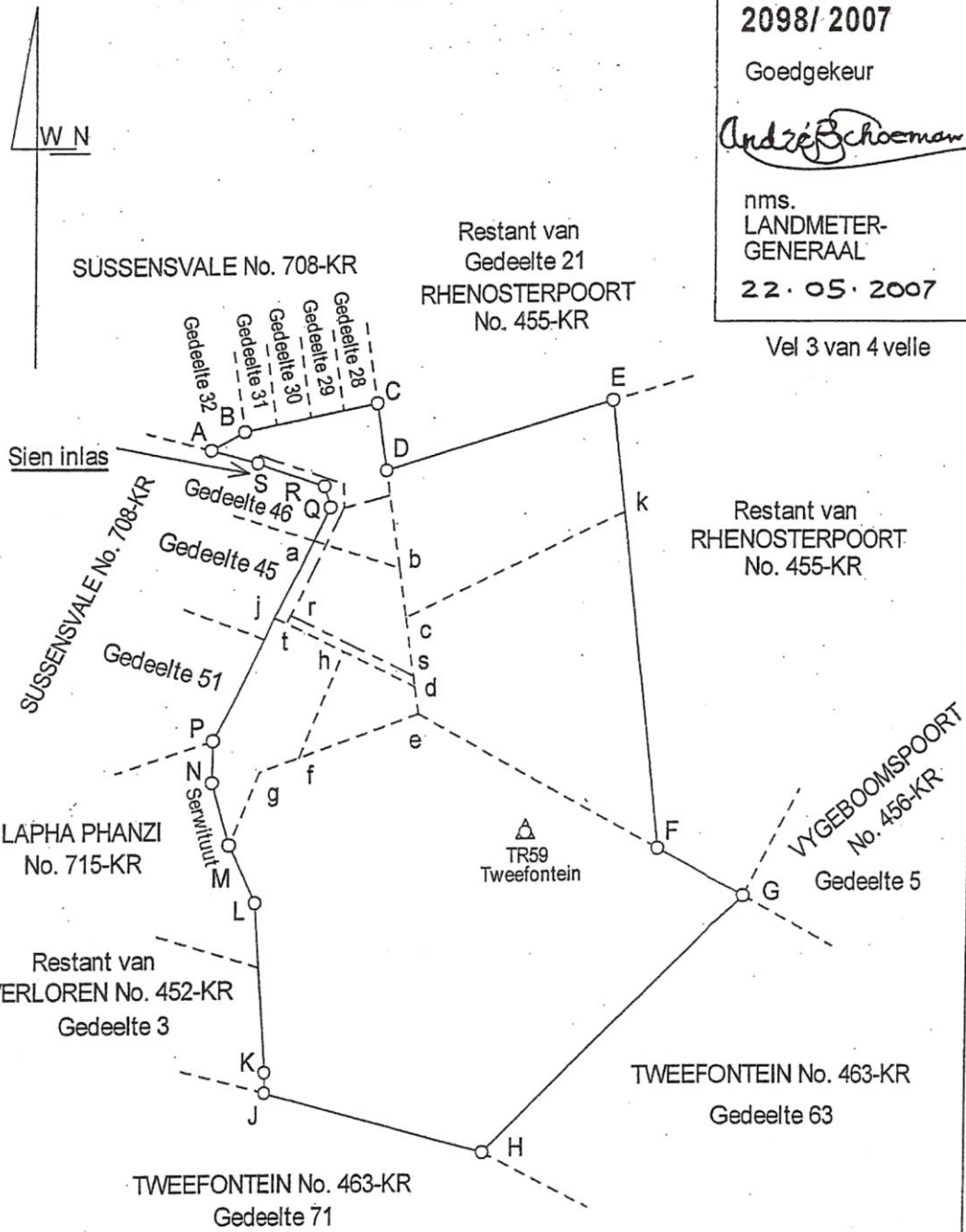
Goedgekeur

*André Schoeman*

nms.  
LANDMETER-  
GENERAAL

22.05.2007

Vel 3 van 4 velle



Skaal 1:40 000

Opgemeet in Mei tot Oktober 2006 deur my

*M. Bekker*  
M. Bekker PLS 1150  
Professionele Landmeter

DIAGRAM VIR GEKONSOLIDEERDE TITEL

REGISTRASIE KOPIE

Die plaas VERLOREN No. 787-KR

INLAS:

L.G. No.

2098/ 2007

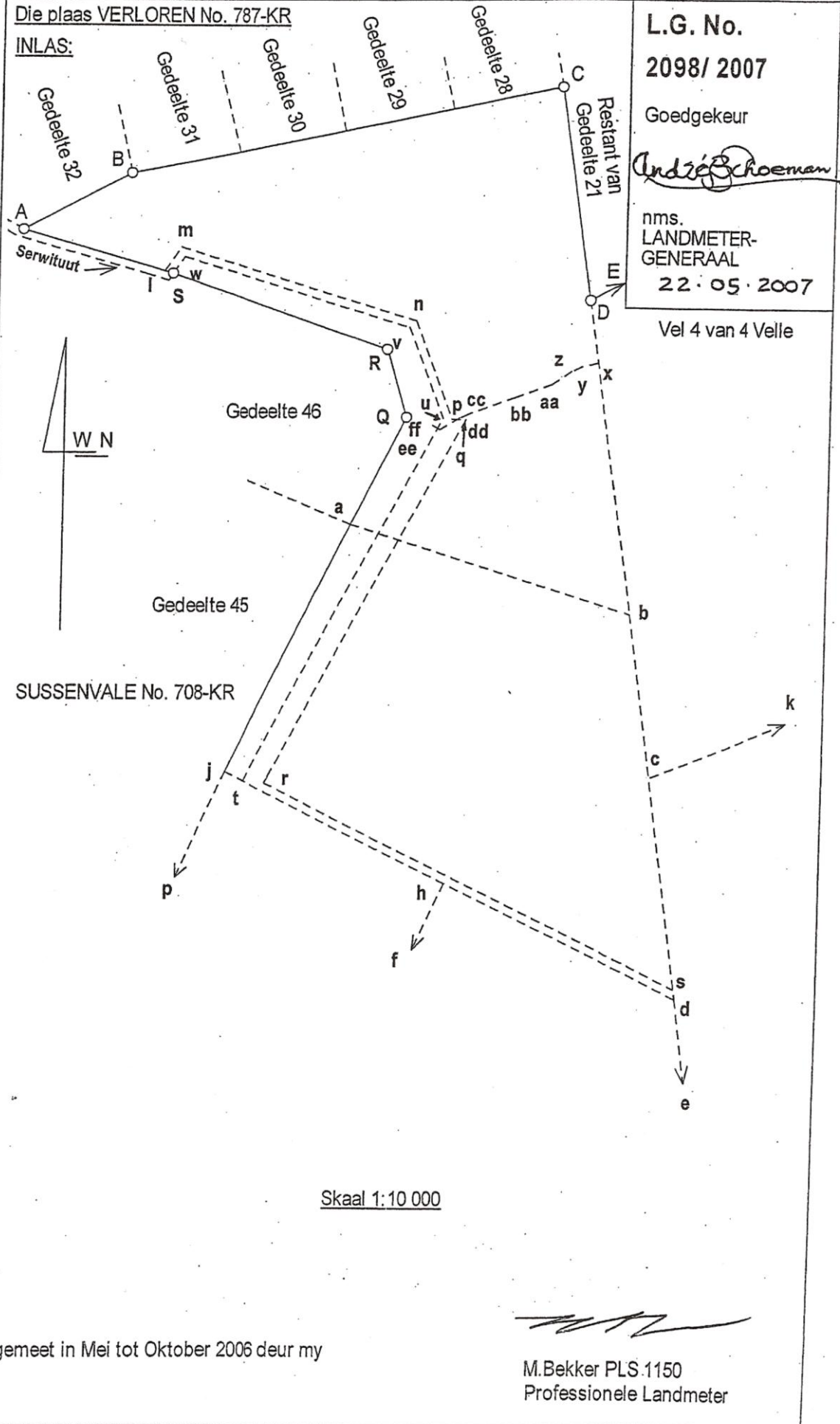
Goedgekeur

*Andrie Schoeman*

nms.  
LANDMETER-  
GENERAAL

22 · 05 · 2007

Vel 4 van 4 Velle



Skaal 1:10 000

Ogmeet in Mei tot Oktober 2006 deur my

*M. Bekker*  
M. Bekker PLS.1150  
Professionele Landmeter

**ANNEXURE B**  
**(28 APRIL 2011 VERSION)**

**VERLOREN ESTATE HOME OWNERS' ASSOCIATION**  
**BUILDING AND ARCHITECTURAL GUIDELINES**

These guidelines set out for prospective homeowners, builders and developers, are the design criteria they will have to comply with if they wish to build at **VERLOREN**. The guidelines have been developed to preserve, protect and maintain the unique environmental and physical attributes of **VERLOREN** rather than to hamper the development. The existing 6 farmhouses and other structures are excluded from these rules.

**VERLOREN HOME OWNERS' ASSOCIATION**

The function of the **VERLOREN** Home Owners' Association is to ensure that the character and quality of **VERLOREN** is maintained, thereby protecting the value of individual homes as well as the environment. Development within **VERLOREN** must conform to the fundamental intention of establishing an environment that is in harmony with the nature in and surrounding the property. It is not the intention to unreasonably restrict building design. The Architectural Guidelines are a condition of the Agreement of Sale and will be enforced by the **VERLOREN** Home Owners' Association. The **VERLOREN** Home Owners' Association shall in addition to any other remedy be entitled to impose fines in respect of approved building plan deviations. The **VERLOREN** Home Owners' Association reserves the right to alter or amend the Architectural Guidelines. Note that the **DEVELOPER** is the only member at present. Upon registration all owners will automatically become members of the Home Owners Association.

1. **TOWN PLANNING CONTROLS**

**GENERAL**

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 any plans or improvements might comply with any such restrictions imposed by any authority, the approval of any plans or improvements within **VERLOREN** shall be at the sole discretion of the **VERLOREN** Home Owners' Association, which shall not be unreasonably withheld. Similarly, compliance with restrictions imposed by the **VERLOREN** Home Owners' Association shall under no circumstances absolve the resident from the need to comply with restrictions imposed by any authority nor shall **VERLOREN** Home Owners' Association's approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

The architectural style of the house will be considered in conjunction with that of other houses in the area, as well as aesthetic appearance and the proposed placing of the building, and such other factors as the **VERLOREN** Home Owners' Association in its entire discretion may deem appropriate. Every effort will be made to ensure that high standards are observed by all stand 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 such standards will be adopted throughout the development.

## **TIME LIMIT FOR CONSTRUCTION**

The construction of improvements should commence within 5 (five) years from date of registration of transfer of ownership of the initial **PURCHASER**. In order to reduce inconvenience to neighbours and to prevent unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within one year from commencement. Phased design should be handled in such a way that the end of each phase should be aesthetically acceptable to the **VERLOREN** Home Owners' Association. Any deviation from the above time limits will be subject to penalties calculated on a daily basis according to tariffs determined by the **VERLOREN** Home Owners' Association.

## **2. BOUNDARIES, FENCING, SIGHTING FROM ROADS AND ADJACENT STANDS, SCREEN WALLS AND SWIMMING POOLS**

- 2.1 No fencing on the boundaries of a stand will be allowed.
- 2.2 The natural environment will be left untouched except for that area designated by the Home Owners' Association for the erection of the buildings on the stand and garden purposes not exceeding 1400 square meters even on this area the environment must be disturbed as little as possible. The purpose hereof is to impose as little as possible on the natural habitat of the game and create the feeling of "being in the bush" as opposed to city living.
- 2.3 Therefore no trees, bush, grass or any natural growth will be disturbed or removed without written approval of the **VERLOREN** Home Owners' Association as this also serves as natural screening of buildings from the roads and buildings on adjacent stands.
- 2.4 If solid walling is required to enhance the privacy of certain parts of the property (for example, to screen the swimming pool from the road or adjacent stands), then such walling should be as low as possible, and should not extend for more than 50% of its length as a continuous line parallel to the road boundary. If a solid wall is unavoidable, a stepped-back or articulated wall is considered more acceptable. This will however only be allowed on the area designated by the **VERLOREN** Home Owners' Association for the erection of buildings not exceeding 1400 square meters (Approval must be obtained from the **VERLOREN** Home Owners' Association and if approval is given, it will be for area not exceeding 300 square meters).
- 2.5 The Architectural Sub-Committee must approve all garden walls and fencing with regard to both material and dimensions.
- 2.6 All TV aerials should be concealed and not externally visible. The position, size and sitting of satellite dishes must be approved by the **VERLOREN** Home Owners' Association.
- 2.7 Lean-to and temporary carports will not be allowed.
- 2.8 Roofing materials for patio's, carports and outbuildings must be approved by the **VERLOREN** Home Owners' Association.
- 2.9 No shade cloth and metal sheeting will be allowed.

- 2.10 No Wendy houses or other temporary structures may be erected.
- 2.11 Waste bins will be stored and concealed in a structure inaccessible to rodents, baboons, monkeys and other animals or birds. Structure's to be built in accordance with prescription issued by the **VERLOREN** Home Owners' Association.

### 2.12 **SWIMMING POOLS**

- 2.12.1 No swimming pool larger than 50 square meters will be allowed.
- 2.12.2 The design of the swimming pool will be such that any wild animal falling into the pool will be able to easily climb out of the pool.
- 2.12.3 Detailed design of the swimming pool must be lodged with the Home Owners' Association for approval.
- 2.12.4 No swimming pool water may be pumped or backwashed onto the surface but must be deposited in a drainage system prescribed by the **VERLOREN** Home Owners' Association.

## 3. **PRESCRIBED BUILDING MATERIALS**

Within the style and outside finishing prescribed by the **VERLOREN** Home Owner's Association in principle no limitations are placed on building materials other than the following items, the use of which is not allowed:

- 3.1 Unpainted plaster (except where the plaster is coloured naturally - to be approved by the **VERLOREN** Home Owners' Association);
- 3.2 Unpainted or reflective metal sheeting;
- 3.3 Reflective or false roofing materials;
- 3.4 Pre-cast concrete walls;
- 3.5 Razor wire, security spikes or similar features;
- 3.6 Lean-to and metal roof or temporary carports or patent type shade netting structures;
- 3.7 Flat metal roofs;
- 3.8 The approval of the **VERLOREN** Home Owners' Association should be obtained for the use of any materials other than conventional bricks and mortar, cast slabs, rib and block floors, roofs and tiles.
- 3.9 Only quality face bricks are allowed when a building is not plastered. The quality and colour must be approved by the **VERLOREN** Home Owners' Association. A natural (earthy) colour is recommended.

#### 4 MISCELLANEOUS ARCHITECTURAL GUIDELINES

- 4.1 The general style prescribed is a farm or lodge type design with natural look and natural outside finishing's and colours.
- 4.2 Only thatch, Harvey thatch tile or natural slate roof coverings will be allowed.
- 4.3 A plinth of at least 600 mm from the ground built with natural stone. Other features built in natural stone will be allowed and encouraged.
- 4.4 Plaster on outside walls should be rough cast and coloured only in natural (earthy) colours approved by the **VERLOREN** Home Owners' Association.
- 4.5 Details of the design of parapets, fascias, capping eaves, roof trim, guttering and roofing materials in general should be specified for approval.
- 4.6 All external finishes and colours should be specified, and colour samples may be requested.
- 4.7 Awnings, TV aerials and other items, which do not form part of the basic structure should be clearly shown and annotated on drawings.
- 4.8 Solar heating panels, if used, should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated on drawings.
- 4.9 Outbuildings and additions should match the original design and style of the original plan.
- 4.10 Staff accommodation and kitchens should open onto screened yards or patios.
- 4.11 Yard walls and screen walls should complement the basic materials of the building.
- 4.12 It is recommended that all staff sleeps on an area designated by the **VERLOREN** Home Owners' Association. If however staff accommodation is provided by the owner, no staff accommodation should be nearer to the road than the main dwelling and must be contained under the same roof or integrated into the total design.
- 4.13 The privacy of surrounding properties should be considered, and as a general rule, no outside lights must be visible from adjacent properties. As a further general rule, no windows or balconies on the upper storey should overlook the "living space" (for example, the swimming pool) of adjacent dwellings. Furthermore the placing of the buildings on the stand will be done in conjunction with the **VERLOREN** Home Owners' Association. If agreement cannot be reached, the decision of the **VERLOREN** Home Owners' Association will be final.
- 4.14 All exposed plumbing and washing lines should be fully screened from the roads or adjoining properties.
- 4.15 All external security gates and burglar fencing will have to be approved by the **VERLOREN** Home Owners' Association.

- 4.16 The floor space of all dwellings must exceed 160 square meters exclusive of lapa's, undercover garages or parking but including undercover patios.
- 4.17 No dwelling may provide sleeping facilities for more than 8 (eight) people
- 4.18 The owner will install and maintain the Lilliput or other sewerage system prescribed by the **VERLOREN** Home Owners' Association in the manner and in the position prescribed by the **VERLOREN** Home Owners' Association.
- 4.19 No dwelling will exceed two storeys (ground floor plus one additional storey).

## 5. **ARCHITECTURAL GUIDELINES**

### Roofs

Flat roofs shall be concealed and painted the same colour as the rooftops.

All covered parking areas have to be permanent structures. (No shade net or metal sheeting)

### Windows and Doors

External doors and window frames must be wooden or bronze coloured aluminium and suit the style of home. External burglar bars will not be permitted unless incorporated in the overall design. Garage doors must be of wood or chromadeck.

### Verandas, Porches and Pergolas

Supports shall be masonry (face brick or plastered and painted) piers, timber, natural wooden or metal posts. Timber lattice enclosure to verandas painted to colour guidelines will be permitted. Any other materials must be approved by the **VERLOREN** Home Owners' Association.

### Waste Pipes

Waste and drainage pipes must be concealed.

### Landscaping

As the beauty of the natural environment should be preserved, as little as possible landscaping should be done and then only a maximum of 150 square meters on the 1400 square meters designated by the **VERLOREN** Home Owners' Association for building and gardening purposes. Any landscaping exceeding this should be approved by the **VERLOREN** Home Owners' Association within their sole discretion.

## 6. **PROCEDURE FOR THE APPROVAL OF BUILDING PLANS**

- 6.1 Conceptual designs and sketch plans together with site plans must be submitted to the **VERLOREN** Home Owners' Association, for the consideration and approval. Only plans drawn by an Architect registered with the S.A. Architect Board will be allowed, similarly, a Draughtsman of building plans accepted by the developer and the Home Owners' Association will be allowed. The approval fee for each home or unit type handed in for approval from the Home Owners' Association is R300.00. The designer may be requested to personally address the **VERLOREN** Home Owners' Association on specific queries. Sketch plans will be approved or rejected within 7 (seven) days.

6.2 Working drawings in compliance with the approved sketch plans, together with the R300.00 approval fee, are to be submitted to the **VERLOREN** Home Owners' Association for approval prior to being submitted to the Local Authority for approval.

Two copies of each plan must be submitted. Note that the Local Authority will not accept plans that do not bear the **VERLOREN** Home Owners' Association stamp of approval.

All building plans submitted must show contours of at least 500 (five hundred) millimetre intervals and indigenous trees and rock formations should be indicated.

6.3 A deposit of R25 000, 00 (twenty five thousand Rand) must be paid to the **VERLOREN** Home Owners' Association before construction commences. This amount will be held in trust (free of interest) by the **VERLOREN** Home Owners' Association until completion of the buildings and improvements has been achieved. This deposit will be used to pay for the removal of any rubble or to make good any damages caused by the builder, e.g. curbing, landscaping, services, etc. or in lieu of penalties caused by transgression of these rules and other rules by the owner or his contractor.

6.4 No construction will be allowed to commence before the **VERLOREN** Home Owners' Association has granted the approval of the working drawings in writing, and the builder's deposit has been received. One copy of the original sketch submitted, together with one coloured copy of the final submission, must be submitted to the **VERLOREN** Home Owners' Association, which will be kept for record purposes. Perspective drawings and photos may be requested.

## 7. **ALTERATIONS OR ADDITIONS**

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

## 8. **PENALTIES**

The **VERLOREN** Home Owners' Association will be entitled to claim penalties from the owner or contractor in their absolute and sole discretion if any breach of these rules caused damage to or jeopardizes the fauna and flora or security of the farm.

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

The **VERLOREN** Home Owners' Association, the representative of the residents of **VERLOREN**, has adopted certain rules relating to building contractor activity in the development. The primary intention of the provisions hereunder is to ensure that all building activity at **VERLOREN** occurs with the least possible disruption to residents, the environment and game. In the event of uncertainty, residents and/or their contractors should contact the **VERLOREN** Home Owners' Association.

### 9.1 **LEGAL STATUS**

The conditions governing building activities, which are set out in this document, are rules adopted by the **VERLOREN** Home Owner's Association 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 **VERLOREN** Home Owners' Association for prior approval. The **VERLOREN** Home Owners' Association has the right to suspend any building activity in contravention of any of the conditions and to refuse access to **VERLOREN** to the

contractor or other workers and the **VERLOREN** Home Owners' Association accepts no liability whatsoever for any losses sustained by a resident as result thereof.

## 9.2 **CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY**

9.2.1 Contractor activity is only allowed during the following hours:  
06h30 - 17h30 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 **VERLOREN** Home Owners' Association, together with the approval of all adjacent neighbours one week prior to the required private time activity.

9.2.2 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.

9.2.3 The site is to be kept as clean and neat as possible, the contractor shall provide 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. During the construction period the area designated by the **VERLOREN** Home Owners' Association for building purposes must be screened on all boundaries thereof by Hessian cloth or other screening material approved by the **VERLOREN** Home Owners' Association.

9.2.4 All material should be off-loaded within the screened area and the contractor will ensure that this is done.

9.2.5 Deliveries from suppliers must be scheduled during the times in Clause 1 above.

9.2.6 The contractor must provide toilet facilities for the workers.

9.2.7 No building boards may be erected.

9.2.8 Access from the road to the building area will be gained only along the route that will finally serve as the access road to the dwelling so as to cause as little as possible damage to the environment. The contractor and owner will ensure that this is adhered to.

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

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

- 9.2.11 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 **VERLOREN** Home Owners' Association from time to time in the form of a written notification, and ensure compliance by any subcontractor employed by the contractor.
- 9.2.12 Any professional or contractor of whatever nature will have to be approved by the **VERLOREN** Home Owners' Association.
- 9.2.13 All professional people involved in the individual home owners developing the properties e.g. architects, engineers, landscaping architects or land surveyors but not limited to the aforementioned categories all have to be approved by the **VERLOREN** Home Owners' Association.
- 9.2.14 No fauna or flora may be damaged or removed.
- 9.2.15 The contractor and his sub-contractors and his suppliers will follow the route to the stand prescribed by the **VERLOREN** Home Owners' Association, keep to the speed limit and not disturb or harm the fauna or flora on the farm in any way. If any contractor or supplier or any person in his employ is noticed or found on any other part of the farm not required for the fulfilment of his duties it will be deemed that he is in breach of this clause and the **VERLOREN** Home Owners' Association will be entitled to invoke the prescribed penalties and take any other steps necessary.
- 9.2.16 No wood may be collected on the property.
- 9.2.17 No open fires are allowed and cooking should only be done on gas or paraffin stoves on a safe position under supervision of the contractor.

**ANNEXURE C**  
**(28 APRIL 2011 VERSION)**

**VERLOREN ESTATE HOME OWNERS' ASSOCIATION**  
**RULES AND REGULATIONS**

**A. INTRODUCTION**

1. The objective of the **VERLOREN** Home Owners' Association is the provision of a high quality lifestyle in a natural environment on a private game farm for residents, and the intention of these rules is the protection of this lifestyle. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the development.
2. The rules will be ratified in terms of the Memorandum and Articles of Association of the **VERLOREN** Home Owners' Association. They are binding upon all occupants of the development, as is any decision taken by the Trustees in interpreting these rules.
3. The registered owners of the properties are responsible to ensure that members of their families, tenants, guests/visitors, friends and all their employees abide by these rules.
4. These rules are subject to change from time to time.
5. Administration
  - 5.1 All contributions are due and payable in advance on the first day of each and every month.
  - 5.2 Interest will be levied on arrear accounts at prime bank rate.
  - 5.3 A further penalty, to be determined from time to time, will be imposed on any account unpaid after 60 days.
  - 5.4 The Trustees may amend or add to the rules from time to time, as may be deemed necessary to ensure the happy and orderly co-existence of occupants.
  - 5.5 The Trustees have the right to fine transgressors where any of the rules as stipulated by **VERLOREN** Home Owners' Association have been broken. Such fines will form part of the contribution and be due and payable on due date of payment of the contribution.  
This will however not jeopardize or exclude any other right of the Home Owners' Association or any other person or instance to institute action against the transgressor in terms of the Law.

**B. ENVIRONMENTAL MANAGEMENT**

1. No rubble or refuse should be dumped or discarded in any public area.
2. A particular appeal is made to residents to leave open spaces they visit spotless. Residents are requested to develop the habit of picking up and disposing of any litter in the open places.

3. Flora may not be damaged or removed from any public area.
4. Fauna of any nature may not be hunted, teased, disturbed, chased or trapped, be it by people or by animals.
5. No trees or plants may be removed from any stand without the permission of the **VERLOREN** Home Owners' Association.
6. Residents must ensure that there is no declared noxious flora in their gardens.
7. Residents are recommended to plant indigenous flora and may approach specialists from the area for advice in this respect.
8. Swimming pool water may not be emptied anywhere on **VERLOREN** onto grass veldt areas, but must be channelled into an underground drainage system as prescribed by the **VERLOREN** Home Owners' Association.
9. Vacant stands must be kept clean on a regular basis to the satisfaction of the **VERLOREN** Home Owners' Association, and if not maintained, the **VERLOREN** Home Owners' Association reserves the right to clean the stand at the owner's expense.
10. The residents' use of open areas is entirely at their own risk at all times.
11. Feeding and luring of game and birds
  - 11.1 Residents may install birdfeeders and birdbaths which are ecologically and aesthetically acceptable. The **VERLOREN** Home Owners' decision on any dispute in this regard will however be final.
  - 11.2 Feeding of any other wild animal or game, whether on the general or private areas, is absolutely forbidden as this will make proper game management impossible or extremely difficult and could be dangerous to residents and visitors. This clause is also applicable to creation of waterholes and drinking places for game. Positioning of these and feeding places is totally within the discretion of the **VERLOREN** Home Owners' Association.
12. Dams and streams
  - 12.1 No motorized boat, wet bike, jet ski or other floating object is allowed on any dam or stream.
  - 12.2 Canoes and rowing boats will not be allowed on the dams in the development. The main purpose of this is to preserve the privacy and peace and quiet of stands adjacent to dams and streams.
  - 12.3 Fishing will only be allowed on a catch and release basis.

**C. ROADS WITHIN THE DEVELOPMENT**

The roads within the development are for the movements of all occupants, whether by foot or mechanical means.

1. The speed limit is 20 km per hour.
2. Only roads designated by the **VERLOREN** Home Owners' Association may be travelled on by motor vehicles. Other roads may be travelled on by bicycle or by foot.
3. Only motor vehicles and no motor cycles or quad bikes will be allowed.
4. A 4-wheel game drive vehicle (as supplied by Yamaha & Polaris) will however be allowed.
5. Each owner will be allowed to travel on the roads, for game viewing and leisure purposes in one (1) vehicle per household at a time.

**D. GOOD NEIGHBOURLINESS**

1. No business activity or hobby, which would cause aggravation or nuisance to fellow residents, may be conducted, including, but not restricted, to auctions and jumble sales.
2. No activity causing noise which is disturbing to neighbours will be allowed.
3. Washing should be hung on lines screened from the roads and neighbouring properties.
4. Refuse and garden refuse must be contained in approved bins on designated positions and must be secured against damaging by rodents or wild life.

**E. ARCHITECTURAL STANDARDS**

All building plans should be in accordance with the Architectural Guidelines applicable to the development, and must be approved by the Architectural Sub-committee. These include any additions and alterations to existing structures. Building and Architectural Guidelines are attached as Annexure B. Only building plans drawn by an Architect registered with the SA Architects Board will be allowed.

**F. SECURITY**

1. Security protocol at the gate must be adhered to at all times.
2. Every owner must conscientiously enforce the security protocol for permanent workers, temporary workers, contract representatives and his employees.
3. Every owner must ensure that all contractors in his/her employ adhere specifically to the security stipulations and the conditions with regard to contractor activity.

4. Perimeter walling and fencing serve as a deterrent and are not guaranteed. All attempts of burglary or instances of fence crawling must be reported to a member of the security staff, and/or sub-committee.
5. Security is an attitude, all owners and residents need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
6. Residents shall be required to install burglar alarm systems to their residences in accordance with the guidelines of the **VERLOREN** Home Owners' Association which must be connected to **VERLOREN's** designated security system.

**G. VISITORS, CONTRACTORS AND EMPLOYEES**

1. The occupiers of any property within the township are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the rules.  
Every owner must ensure that contractors in his employ adhere to the stipulations of the conditions with regard to contractor activity.
2. The owner may not allow more than 8 (eight) people to overnight on his stand inclusive of staff (except the 8 corporate stands).
3. Servants or staff members will only be permitted to overnight on the property when the owner, or other residents authorized by the owner, overnight in the dwelling on the stand.

**H. PETS**

As a rule dogs and birds will not be allowed on the premises. Application can be made to the Home Owners' Association for permission to keep pets subject to certain rules. Permission will be granted to the sole discretion of the Home Owners' Association and their decision will be final. Approval will be subject to revision at any time should these pets become a problem and complaints are lodged with the Home Owners' Association.

No disturbance of wildlife or inconvenience to neighbours of any kind as a result of the above permission will be tolerated. Said permission can therefore be withdrawn by the **VERLOREN** Home Owners' Association without prior notice and with immediate effect. The **VERLOREN** Home Owners' Association's decision in any dispute in this regard will be final.

Horses will be allowed if and when the **VERLOREN** Home Owners' Association has provided stabling on the general area. No stables may be built on a stand and horses will not be allowed to graze on the farm.

**J. LETTING AND RESELLING PROPERTY**

1. Should any owner want to let or resell the property, he shall advise the **VERLOREN** Home Owner's Association in writing in advance.
2. Agents may only operate on an appointment basis, and must personally accompany a prospective buyer or Lessee and are not allowed to erect any "For Sale" or "To Let" signage boards, except for show houses at weekends and on public holidays.

3. The accredited agent must ensure that the Buyer/Lessee is informed about and receives a copy of the Rules, Building and Architectural Guidelines and any other administrative regulations and conditions applicable at the time with regard to Building Contractor activity.
4. A clearance certificate must be obtained from the **VERLOREN** Home Owners' Association certifying that all levies have been paid and no other monies are owing to the **VERLOREN** Home Owners' Association.
5. Any approval granted to the **SELLER** (in case of resale) or lessor, prior to the time of sale or lease must be communicated to the buyer or Lessee at the time of purchase or lease. Failing this, the buyer or Lessee will have recourse against the seller or lessor.
6. All stands have residential rights, and cannot be used commercially except the 8 Corporate stands that have Guesthouse/Lodge rights.
7. The seller of a property in the estate shall ensure that the sale agreement contains the following clauses:

7.1 **VERLOREN HOME OWNERS' ASSOCIATION**

The **PURCHASER** acknowledges that he/she, upon registration of the property into his/her name automatically becomes a member of the **VERLOREN** Home Owners' Association and agrees to do so subject to the Memorandum and Articles of Association."

7.2 **CONDITIONS OF TITLE**

The **SELLER** shall procure that, in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer, in terms of which the **PURCHASER** takes transfer of the property:

"Every owner of the erf, or any interest therein, or any unit thereon (as defined by the Sectional Title Deed), shall be subject to its constitution until he ceases to be an owner as aforesaid. Neither the erf, nor any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the "**VERLOREN** Home Owners' Association". The owner of the erf, or any interest therein or any unit thereon, shall not be entitled to transfer the erf, or any interest or any unit thereon, without a clearance certificate from the **VERLOREN** Home Owners' Association that the provision of the Articles of Association have been complied with.

The term "Home Owners' Association" in the aforesaid conditions of title, shall mean the **VERLOREN** Home Owners' Association (Incorporated Association, not for gain). In event of the Registrar of Deeds requiring the amendments of such conditions, in any manner in order to affect registration of same, the **PURCHASER** of same hereby agrees to such amendment.

- 7.3 The **SELLER** must personally ensure that the **PURCHASER** is informed about and receives a copy of the Rules, Architectural Guidelines and any other administrative regulations applicable at the time.

- 7.4 If the property is leased the lessor must personally ensure that the Lessee receives a copy of the Rules and Regulations of the **VERLOREN** Home Owners Association, and any other administrative regulation applicable at the time and binds the Lessee to the rules and regulations in the lease."

**K. RE-SALES AND ERECTION OF IMPROVEMENTS ETC.**

1. The **PURCHASER** hereby undertakes irrevocably and unconditionally within a period of 60 (SIXTY) months from the date of transfer to the **PURCHASER** to commence to build a house and the usual outbuildings on the property in accordance with the **VERLOREN** Lifestyle Estate Homeowners Association Building and Architectural Guidelines. The sixty month period will be calculated from the date that the property is registered in the initial **PURCHASER'S** name.
2. The house must be completed within a period of 12 (TWELVE) months from date of commencement of the building operations or by such date as the **DEVELOPER** in its sole discretion may decide upon.
3. Should the **PURCHASER** fail to commence construction of the dwelling/house as contemplated in clause K.1 or fail to complete the buildings within the period prescribed in clause K.2 the **DEVELOPER** may give written notice to the **PURCHASER** calling upon the **PURCHASER** to remedy his breach of either clause K.1 or K.2 within a period of 3 (THREE) months from date of such notice. Should the **PURCHASER** fail to remedy his aforesaid breach, the **DEVELOPER** shall be entitled at his sole discretion to purchase the property from the **PURCHASER** for the purchase price paid by the **PURCHASER** 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 **DEVELOPER** 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 **DEVELOPER** in terms of this clause.

4. The **PURCHASER** acknowledges that he is aware that the initial **PURCHASER** bought the property from the **SELLER** at a special price and therefore both parties specifically agree that the house must be erected by the **DEVELOPER** at the price and costs applicable at that stage (market related price) and according to the standards applicable to the Verloren Lifestyle Estate.
5. No permission will be given to subdivide the property. The **PURCHASER** will only be allowed to build one main house with a minimum size of 160 m<sup>2</sup> excluding garages, carports or a lapa as well as a maximum of 2 separate bedroom units of which the size cannot exceed 50 m<sup>2</sup> each. Only one kitchen is allowed per stand. The property can, in addition, only provide sleeping place for a maximum of 8 people at any given time.
6. The main house as mentioned in 12.5 may be a double-storey. The size of the upper level may not exceed 66% of the size of the ground floor.

7. No business may be conducted from the property.
8. This is a condition for the benefit of the **DEVELOPER** and may be enforced by the **DEVELOPER**, against the **PURCHASER** or his lawful successor in title. Because of the fact that the initial **PURCHASER** bought the property from the **DEVELOPER** 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 the **SELLER** (or his nominee). For this purpose the **PURCHASER** hereby grants to the **DEVELOPER** (or his nominee) a sole and irrevocable mandate to find a **PURCHASER** for the property within the aforesaid period at an agreed maximum commission of 6% (six percent) of the purchase price, VAT excluded. If, however, the **DEVELOPER** (or his 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 the **DEVELOPER** (or his nominee) the transaction will be handled by the **DEVELOPER** (or his nominee) as if it is their own client and the agreed upon commission on such transaction, due to the **DEVELOPER** (or his Nominee) will be a maximum of 3% (three 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 the **DEVELOPER** (or his nominee).
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 the **DEVELOPER** (or his nominee).

#### L. **INDEMNITY**

The residents' use of the open space areas is entirely at their own risk at all times. Every member of the Association hereby waives any right he may obtain against the Association to claim any damage incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere in the development. Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest or invitee.

#### M. **NOTICES**

Any written notice addressed to an owner or occupant of the property occupied, will be deemed to have been received and its contents to have come to the addressee's notice, if it is (at the volition of the Association) either delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older, or if it is attached to or slotted under what appears to be the main entrance door to the premises. If it is posted by prepaid registered mail to any postal address of which the owner may have advised the Association in writing, then ten days after posting thereof.

#### N. **LEVIES**

The levies are currently R595.00 per month (2010) and are limited to a maximum escalation of 10% per annum. This amount can only be changed if the majority of the Homeowners Association approves such a change.

**THE RULES AS SET OUT IN THIS ANNEXURE IS BY NO MEANS FINAL AND COMPLETE**

The **VERLOREN** Home Owners' Association may revise these rules as they see fit for the development excluding item K, which can only be changed if written approval is given by Fred van Heerden, ID 5911115033 089 (or his Nominee).

**ANNEXURE D**  
(28 APRIL 2011 VERSION)

**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 \_\_\_\_\_

\_\_\_\_\_