



Please note that this Resale Agreement is applicable to Wheatfields property owners who want to sell their property subsequent to taking transfer of their Erf from the Developer.

When completing the Agreement of Sale below, please follow the instructions laid out herein:

1. After filling in the details, please initial the bottom right-hand corner of each page and also next to the required insertion of particulars. Further, sign in full where indicated and have two witnesses sign in full and initial everywhere you have initialled.
2. Attach a copy of your identity document or passport, an original utility bill for proof of residence and proof of your SARS number, as per FICA requirements.
3. Circle the stand number on the map attached and initial your selection.
4. If married in community of property or if the property is to be registered in a trust or company, please attach all relevant documentation and proof of domicilium citandi et executandi, as per the contract requirements.
5. Please attach a copy of the deposit transaction slip or fax it to the Attorneys and Agents concerned on or before the due date.
6. Attorney's Trust Account details:

Account Name: Esau Shapiro Burman & Tinkler Inc.
Bank: First National Bank
Branch Name: Claremont
Branch Code: 200-109
Account No: 5015 224 7795
SWIFT Code: FIRNZAJJ

Attorneys contact details:

Fax: +27 (0)21 671 6359
Tel: +27 (0)21 674 2170
Email: esib@netactive.co.za

SCHEDULE

1. PROPERTY

1.1. Proposed Erf number _____, in the proposed Township situated on Erf 3481, Piketberg, Western Cape Province, commonly known as "WHEATFIELDS".

1.2. In extent of +/- _____ m² (Say _____) square meters, which Erf is demarcated and initialled alongside on the Plan attached hereto as Annexure "A" and which property is proposed zoned for single residential use.

2. PURCHASE PRICE

The Purchase Price of the property is: R _____
(Say Rand _____)

in respect of the Property.

2.1. Transfer duty is payable by the Purchaser, in respect of the Property.

2.2. All relevant Attorney's transfer costs and Bond raising fees are payable by the Purchaser, in compliance with the existing approved tariffs.

3. PAYMENT OF THE PURCHASE PRICE

Payment of the Purchase Price shall be effected as follows:

3.1. 10% (ten per cent) of the Purchase Price (Clause 2), being R _____
(Say Rand _____)

shall be paid within seven (7) days of signature hereof to the Attorneys. All interest accrued is for the Purchaser.

3.2. The balance of the Purchase Price shall be paid to the Attorneys on registration of transfer of the property into the name of the Purchaser.

3.3. Payment of the amounts due in terms of clause 3.2. shall be guaranteed by way of (an) institutional guarantee(s) or Formal Bond Approval acceptable to the Seller's Attorneys, which shall be delivered to the Attorneys within twenty one (21) days of the Effective Date.

4. The SELLER is: _____

5. The PURCHASER is: _____



6. The AGENT is: _____

7. The Seller's Attorneys are: ESAU SHAPIRO, BURMAN & TINKLER INC.
4th Floor, Sanclare, Dreyer Street, Claremont, 7735
Fax: +27 (0)21 671 6359
Tel: +27 (0)21 674 2170

8. The Bond Originator is: NATIONWIDE HOMELOANS (PTY) LTD
6th Floor, Manhattan Plaza, 100 Edward Street, Bellville, 7530
Fax: +27 (0)21 910 1337
Tel: +27 (0)21 910 0761
Email: info@nationwidehomeloans.co.za
Website: www.nationwidehomeloans.co.za

9. Amount of Loan Finance required is: R _____
(Say Rand _____).
_____).

9.1 The Purchaser shall apply for a loan through the Bond Originator, within 10 (ten) days of signature hereof by the Seller and shall have it formally approved in principle in writing by a recognised financial institution upon its usual terms and conditions, in the amount referred to in Clause 9 of the Schedule, and by no later than the time specified in Clause 3.2.

9.2 Alternatively at the Seller's option, the Purchaser hereby irrevocably appoints the Bond Originator as his agent to apply on his behalf to a bank or other financial institution for the loan contemplated in Clause 9 of the Schedule and the Purchaser undertakes to furnish the Bond Originator with all such information as may be necessary or requisite for the purpose hereof.

9.3 The Purchaser hereby undertakes to timeously do all such things and sign all such documentation as may be necessary and/or requisite in order to apply for and procure the approval of the said loan from a bank, building society or other financial institution and authorises the Bond Originator to furnish written proof to the Seller of the granting or refusal thereof.

10. Anticipated date of registration of transfer is ±, dependent on the date by which the Township has been approved, as reflected hereunder.

11. Occupation date shall be on registration of transfer.

12. Initial monthly levy to be payable to the Homeowners' Association (subject to Annual Escalation in terms of Constitution) shall be R285.00 (Say: Two Hundred and Eighty Five Rands) per month plus VAT, payable as of date of registration of transfer.

13. The exact description and extent of the Property has been determined by the Surveyor General, as per the General Plan that has been duly formalised by the Registrar of Deeds: Cape Town.

14. The Purchaser acknowledges and accepts that a further proposed township, similar in nature to that of the Wheatfields Development may be constructed on Erf 3479, Piketberg.

15. This Offer to Purchase comprises of:

- 11.1. Schedule
- 11.2. Executive Summary
- 11.3. Terms and Conditions
- 11.4. Annexure A (Estate Site Plan)
- 11.5. Annexure B (Architectural Concept, Building Rules of Conduct and Landscape Guidelines)
- 11.6. Annexure C (Bank Guarantee Specimen)

- 11.7. Annexure D (Debit Order Authorization Instructions)
- 11.8. Annexure E (Schedule of Purchaser's Details)

- 16. Signature of this Offer to Purchase by the Purchaser constitutes a Deed of Sale, which is irrevocable and shall remain open for acceptance by the Seller for a period of Twenty Eight (28) days from date of signature by the Purchaser.

Signed by the PURCHASER at _____ on the _____ day of _____ 2007.

AS WITNESSES:

- 1. _____
Signature
- 2. _____
(Spouse's consent, if necessary)

(Full names of signatory)

(Capacity
Attach copy of Resolution), who
undertakes specifically to comply with
the provisions of Terms and Conditions
annexed hereto and binds himself as
Surety and Co-Principal Debtor with the
Purchaser for all of the Purchaser's
obligations in terms of this contract.

Accepted by the SELLER at _____ on the _____ day of _____ 2007.

AS WITNESSES:

- 1. _____
- 2. _____
The Seller
Represented by _____
Duly authorized

Accepted by the Agent at _____ on the _____ day of _____ 2007.

AS WITNESSES:

- 1. _____
- 2. _____
The Agent
Represented by _____
Duly authorized



EXECUTIVE SUMMARY

1. OVERVIEW

- 1.1. WHEATFIELDS is an exclusive residential estate, in a private gated secure environment. The dwellings and the entire estate infrastructure will be in harmony with the natural surrounds. The estate will capitalise on the abundant mountain views of the area and the estate will achieve a rural, tranquil mountain feel allowing for easy comfortable modern living and lifestyle.
- 1.2. The Architectural Concept and Building Rules of Conduct, which are included in Annexure B, will ensure that houses are built in a harmonious style and in proportion throughout the estate. The style will be of a South African country village look and feel with deep verandas, gum poles and thatch or slated type roofing. Such guidelines are necessary to ensure that the owner of each plot enjoys best possible views and that the visual atmosphere of the estate is controlled to ensure visual harmony.
- 1.3. The estate vegetation and landscaping will be indigenous and authentic to the area, ensuring low cost maintenance and optimal use of water resources within the eco friendly estate.
- 1.4. There will be two dedicated open public areas within the estate, with established and landscaped indigenous gardens, picnic areas, a heated outdoor swimming pool, sports court, gym and communal bar type area, children's playgrounds and benches.
- 1.5. All private roads within the estate will be constructed of natural colours. Storm water outlets will be built with a natural rock feel. Any retaining walls required will be of a natural rock type look and feel.
- 1.6. It is recorded that the Developer shall have the right, at any time whilst owning any property in the Township, to extend such Township by the addition of one or more erven abutting on Erf 3481 Piketberg, which additional property or properties may or may not, at the discretion of the Developer and the Local Authority, be consolidated with Erf 3481 Piketberg.

2. SECURITY

- 2.1. A focal point to the quality lifestyle of the estate will be security. The whole estate will be a secure zone where residents will be safe to reside or leave their houses unoccupied with peace of mind. Electrified fencing will be installed along the entire perimeter of the estate. This will be enhanced with remote surveillance cameras at critical points. The only access to the estate will be through one Grand Entrance, where access control and a guard's house will ensure favourable conditions for efficient monitoring and control.
- 2.2. Although every reasonable effort has and will be made to ensure that a superior security service is provided, security of homeowners, their families and property cannot be guaranteed. The developer of the properties, its agents, the Association and/or any successors in title shall not be liable for any claims arising from any death, injury or destruction, damage or loss of property sustained by any person on the Estate.

3. THE HOMEOWNERS' ASSOCIATION

All registered owners of property, including the developer, shall be members of the Homeowners' Association ("the Association"), a Section 21 Company, more details of which are provided in Clause 11 of the attached Terms and Conditions.

4. OBLIGATION TO BUILD

In order to reduce inconvenience to residents on the Estate, Purchasers are required to commence building of a dwelling within three (3) years of registration of the first transfer from the Developer. More details are provided in Clause 9 of the attached Terms and Conditions.

5. MANAGEMENT OF THE ESTATE

- 5.1 The Developer will be responsible for the Management of the Estate during the Development period. The Developer shall be entitled (but not obliged, and at their own discretion) to appoint a Managing Agent for the scheme during this period, which appointment shall be valid and binding on the Association.
- 5.2 The Developer and/or the Management Company will be entitled at all times to operate an Office and a Sales Office from a designated area within the Estate.
- 5.3 Once the Development period has ended, the Homeowners' Association shall have the right to take over the management or to appoint a Management Company to handle the management of the Estate and the collection of all levies, and shall have the right to enter into a Management agreement with such Company.

6. SCHEDULE OF FEES AS AT DATE HEREOF

Note: all fees are subject to amendment from time to time.

6.1. Estate Levy

The levy payable in respect of the property is R285.00 per month plus VAT for the Financial Year ending 28.02.2008, as per clause 3.4.

6.2. Building Plan Scrutiny Fee

The Homeowners' Association is required to approve all building plans before they may be submitted to the Local Authority for approval. The scrutiny fee charged by the Association is R350.00 plus VAT per submission of sketch plans or drawings. (Refer to the Architectural Concepts & Building Rules of Conduct for more information on the submission of building plans).

6.3. Building Management Fee

- 6.3.1. To cover expenses in the administration of the housing delivery process, each building contractor or owner builder shall be levied a monthly Construction Building Levy to the amount of R400.00 plus VAT per building site per month. This levy is applicable only for the duration of the construction and ceases on completion of the dwelling.
- 6.3.2. A refundable Sidewalk Deposit of R5,000.00 is payable by each building contractor or owner builder to the Homeowners' Association prior to commencement of any construction work. A letter/signed agreement from the contractor whereby he confirms that he will abide by the conditions hereof shall also be delivered to the Homeowner's Association prior to commencement of such work.
- 6.3.3. The amount reflected in clause 6.3.2 shall be kept in Trust by the Homeowners' Association and be repayable without interest, less the cost of removing rubble or of making good any damage caused to landscaping, driveway, paving or damage to service by the builder, at the completion of the construction work.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Offer to Purchase the following words and expressions shall have the meanings assigned thereto except insofar as inconsistent with the context:
- 1.1.1. "Agent" means the Agent specified in the schedule hereto;
- 1.1.2. "Annexure" means annexures attached to this Agreement initialled by the parties for identification purposes and forming part of this Agreement;
- 1.1.3. "Architects" means such Architects appointed by the Developer from time to time;
- 1.1.4. "Architectural Guidelines" means the guidelines to be finalized at the Developer's discretion but substantially in accordance with the Architectural Concepts, Building Rules of Conduct and Landscape Guidelines, as set out in Annexure "B" attached hereto;
- 1.1.5. "Attorneys" means Esau Shapiro, Burman & Tinkler Inc., 4th Floor, Sanclare, Dreyer Street, Claremont, 7708, Western Cape Province.
Telephone No.: (021) 674 2170
Telefax No.: (021) 671 6359
E-mail: esib@netactive.co.za
- 1.1.6. "Bond Originator" means the Company appointed in Clause 8 of the Schedule to act as the Purchaser's Agent in applying for loan finance;
- 1.1.7. "Completion Certificate" means a certificate issued by the Local Authority, certifying in the case of a dwelling, the dwelling as complete and fit for occupation;
- 1.1.8. "Conduct Rules" means the Conduct Rules to be finalized by the Home Owners Association;
- 1.1.9. "Constitution" means the Constitution of the Homeowners' Association to be finalized at the Developer's discretion;
- 1.1.10. "Development Period" means the period during the sale of the individual erven and shall terminate once the developer has sold and transferred all erven in the Estate to purchasers;
- 1.1.11. "Developer" means Lezmin 2224 CC (CK2002/106168/23);
- 1.1.12. "Effective Date" means the date of signature of this Agreement by the Seller;
- 1.1.13. "Estate Development Plan" means the plan depicting the proposed township development as amended from time to time, which plan is available for inspection at the offices of the Developer and shall include any additional property or properties abutting on Erf 3481 Piketberg which the Developer may elect to incorporate in the Township;
- 1.1.14. "Estate Site Plan" means the General Plan, being Annexure "A" to this Agreement, and showing the Property and its location in the Township as demarcated and initialled alongside and shall include any further General Plan or Plans which may be approved in respect of any additional property or properties which the Developer may elect to incorporate in the Township;
- 1.1.15. "Homeowners' Association" and "Association" means Wheatfields Homeowners' Association (an Association not for gain);
- 1.1.16. "Loan Finance" means institutional or other mortgage loan finance obtained by or on behalf of the Purchaser and from which any part or the whole of the Purchase Price of the Property may be payable;
- 1.1.17. "Occupation Date" means the date specified in the schedule;
- 1.1.18. "Property" means the property specified in the schedule;

- 1.1.19. "Schedule" means the schedule, which precedes these Terms and Conditions and forms part of this Agreement;
- 1.1.20. "The Seller" is the party reflected in clause 4 of the preceding schedule;
- 1.1.21. "Township" or "Township Development", or "Development" or "Estate", means the residential housing development of Wheatfields in the process of subdivision and development and in accordance with the Township Development Plan and situate on Erf 3481, Piketberg, Western Province and on any property or properties abutting on Erf 3481 Piketberg which the Developer may elect to incorporate in the Township;
- 1.1.22. Unless inconsistent with the context, any words importing the singular shall include the plural and vice versa. Words importing any one gender shall include the other two genders and reference to a party hereto shall include the successors in title of that party, and in the case of the Developer, its nominees or assigns.

2. RECORDAL

- 2.1 The Developer is the registered owner of the Township, comprising the land upon which the development depicted and described on the attached plan is laid out.
- 2.2 The Developer is in the process of applying to the competent authorities for approval of the rezoning and subdivision of the land in accordance with the plan.
- 2.3 The Seller and the Purchaser acknowledges that the viability of the proposed development depends on the response received by the Developer's marketing campaign and the approval of the Local Authority of the plans for the development.
- 2.4 Accordingly, this Agreement is subject to the suspensive conditions that:
 - 2.4.1 The Developer and its financier are satisfied with the results achieved by its marketing campaign;
 - 2.4.2 The Local Authority approves the rezoning and subdivision for the proposed Development;
- 2.5 It is recorded that the Developer will, when applying for the opening of the Register for the Development, reserve the right, in terms of Section 25 of the Act, to develop and register the Development in phases.
- 2.6 The Purchaser acknowledges that the Developer shall be entitled to complete and register the proposed Development in phases over a period not exceeding FIVE (5) years, reckoned from the date of opening of the register.
- 2.7 The Seller hereby sells, and the Purchaser hereby purchases the property subject to the terms and conditions set out herein and amplified by the preceding schedule.

3. CONDITIONS PRECEDENT

- 3.1. Prior to transfer of the Property into the Purchaser's name, the Purchaser will not be entitled to sell, donate, grant any option of pre-emptive right in respect of, or alienate or transfer, or in any other way deal with the property without the prior consent of the Association, which shall not be unreasonably withheld.
- 3.2 This agreement is subject to the Purchaser obtaining mortgage finance from the Bond Originator of the amount reflected in the Schedule within twenty one (21) days of date of signature of this agreement.
- 3.2. In the event that the above conditions precedent are not fulfilled on or before the specified times above, or within such extended period as the Developer and/or Seller in their sole discretion may determine, either party shall be entitled to give written notice to the other party advising that should the outstanding condition precedent not be fulfilled within seven (7) days of date of receipt by the addressee of such notice, the party giving such notice will resile from this agreement.

- 3.3. Should either party exercise its right to resale from this agreement in accordance with the provisions of clause 3.3 of this agreement, then this Agreement shall lapse and be of no further force or effect. The parties shall in such event be restored as near as may be possible to a position they would have been in had this agreement not been entered into at all, and neither shall in such event have any claim against the other arising from this agreement having been entered into.
- 3.4 The parties shall use their best endeavours to procure the timeous fulfilment of the conditions precedent.

4. POSSESSION, RATES AND LEVIES

- 4.1. The Purchaser shall take possession and occupation of the property on the date of registration of transfer, from which date all risk in and benefit of the property shall pass to the Purchaser. The Purchaser shall be liable for all rates and taxes and any other charges whatsoever levied upon the property by the Government or Municipality or other competent authority from the date of Registration of Transfer.
- 4.2. The Purchaser shall be liable for all levies in respect of the property as imposed by the Association, as from the first day of the month following that in which transfer is registered in the Purchaser's name. The previous registered owner in respect of the property, if not the Developer, is responsible for the payment of all levies in respect of the property until the month end of the commenced date of anticipated transfer of resale. The Developer requires that the Purchaser furnish an appropriate debit order drawn on the Purchaser's bankers in respect of all future levies, as per the enclosed Annexure "D".
- 4.3. Should the Purchaser take occupation of the property before the date of transfer, no tenancy shall thereby be created and under no circumstances will the Purchaser acquire any lien or be entitled to any compensation for any improvements effected on the property. Should this sale terminate for whatsoever reason prior to transfer, the Purchaser shall be obligated to vacate the property immediately.

5. TRANSFER

- 5.1. Subject to the fulfilment of the conditions precedent recorded in this Agreement, transfer shall be effected by the Seller's attorneys as close as possible to the date of transfer referred to in the Schedule.
- 5.2 The Purchaser shall timeously sign all documents, provide all information and pay all amounts for which the Purchaser is liable in terms of this agreement, inclusive of all rates and taxes, levies, cost of transfer and any penalty interest to enable the Seller's attorneys to effect transfer on the date of transfer referred to above.
- 5.3. It is a condition of sale that transfer is to be passed by the Seller's Attorneys.
- 5.4. The Purchaser shall accept transfer subject to all conditions and servitudes benefiting or burdening the Property whether existing or hereafter imposed by any competent authority. The Purchaser specifically acknowledges that certain conditions and/or servitudes have been and/or will be imposed by the Local Authority when approving the Township and subdivisions relating thereto.
- 5.5. Subject to fulfilment of the suspensive conditions hereto, the Purchaser shall be obliged to take transfer of the Property when tendered by the Seller.
- 5.6. The Purchaser shall not be entitled to demand nor shall the Seller be obliged to give transfer of the Property until the Purchaser shall have paid or, to the Seller's satisfaction, secured payment of the Purchase Price.
- 5.7. All costs of transfer and other charges due in terms of this Deed of Sale shall be paid by the Purchaser on the request of the Seller's Attorneys.

6. SALE "VOETSTOOTS"

- 6.1. The property is sold "voetstoots", in the condition and to the extent such as it lies, subject to all conditions and servitudes whether or not referred to in the current or prior title deeds or in the conditions of establishment of the Estate, and the Seller shall not be liable for any defect, latent or otherwise.
- 6.2. The Seller shall not profit by any excess nor shall the Seller be answerable for any deficiency in the area of the property that may be revealed on any survey, and no claim shall lie against the Seller for loss, damage or otherwise attributable to any such deficiency.
- 6.3. If the property has been erroneously described herein, such mistake or error shall not be binding upon the parties but the correct description as intended by the parties shall apply, and they shall effect rectification of this contract accordingly.
- 6.4. It is recommended that the Purchaser should have the soil conditions on the property independently appraised in order to obtain the most efficient and appropriate foundation design for any proposed structure on the Purchaser's property.
- 6.5. The Seller accepts no liability whatsoever for loss or damage of whatever nature directly or indirectly arising from or caused by subsidence or faults in the property or in the vicinity of the property. The Purchaser shall be responsible for the cost of any special foundation measures required on the Purchaser's property in connection with the erection of any improvements thereon.
- 6.6. The Purchaser acknowledges that the Seller has made no representations nor given any warranties express or implied in respect of the Property or in respect of any matter relating thereto save as specifically set out in this agreement.
- 6.7. The Purchaser shall not have any claim of any nature against the Seller and the Developer for any loss, damage or injury which the Purchaser, his family, agents, invitees or visitors may directly or indirectly sustain or suffer by reason of any latent or patent defect in the property or any of the Estate facilities or any part thereof being in a defective condition or state of disrepair or any repairs not being effected timeously or at all or resulting from any ongoing or future township development or any other cause whatsoever, whether during the township development period or thereafter.
- 6.8. The Purchaser further acknowledges that he has inspected the township development plan and he shall not in any way be entitled to interfere with or hinder the future development of the township.

7. PAYMENTS

- 7.1. The Purchase Price shall be payable free of exchange without any deduction, demand or set off in the manner set out in the Schedule.
- 7.2. All amounts payable in respect of the Purchase Price prior to or on Registration of Transfer shall be payable to the Attorneys who:
 - 7.2.1. Shall retain such monies for the credit of the Purchaser in an interest bearing Trust Investment Account with a Bank or Financial Institution of their nomination, until Registration of Transfer;
 - 7.2.2. Are hereby irrevocably authorized and instructed and shall on Registration of Transfer of the Property into the name of the Purchaser account to:
 - 7.2.2.1. The Seller in respect of the Purchase Price or the portion thereof payable by the Purchaser as at that date; and
 - 7.2.2.2. The Purchaser for the interest.
- 7.3. The Purchaser shall not be entitled to withhold, delay or abate payment of any amounts due to the Seller by reason of any alleged breach of the Seller's obligations or any dispute between the parties in terms of this Offer to Purchase, unless a Court rules otherwise.
- 7.4. Unless otherwise provided herein, all payments on account of the Purchase Price, including interest, rates, taxes and other charges provided for in terms of this agreement, shall be made by the Purchaser to the Seller's attorneys free of all bank costs or other deductions at the offices of

the Seller's Attorneys, or at such other address in the Republic of South Africa as the Seller may from time to time direct in writing.

8. IMPROVEMENTS ON THE PROPERTY

- 8.1. The Purchaser shall not, prior to transfer, effect any improvements to the property without first obtaining the written consent of the Seller or its nominee. Under no circumstances shall the Seller or its nominee be liable to compensate the Purchaser for any such improvements to the property, whether made with or without the Seller's or its nominee's consent.
- 8.2. Plans and specifications for all improvements on the property, including all such details as the Association or its nominee may require, shall be subject to the written approval of the Association or its nominee prior to the commencement of the building work. The Association or its nominee shall have absolute discretion in approving or refusing to approve such plans and specifications.
- 8.3. For the guidance of Purchasers, the Developer and/or the Association or its nominee has formulated architectural requirements for improvements to the property, and reserves the right to make changes to such requirements from time to time. The Purchaser acknowledges that such guidelines form part of this agreement of sale, but that the Association or its nominee shall not be bound by them when considering plans for improvements submitted to the Association or its nominee for approval.
- 8.4. Furthermore, neither the Developer nor the Association is bound by any brochure or sales information which may have been released through the Developer or the Association's sales office/s, or any other source, or by any suggestions, recommendations or information in those documents as to the design, construction, architectural requirements, colour schemes, or materials for any improvement in the Estate.
- 8.5. The Developer and the Association reserve to themselves the right to nominate an architect or a panel of architects and/or designers from time to time and to require that the plans for any improvements to be erected on the property are approved by a member of the panel.
- 8.6. The Purchaser may select a building contractor of the Purchaser's choice to erect any improvement on the property, on condition that the Contractor signs with the Association or its nominee, a contractor's code of conduct agreement to regulate the conduct of the building activities on the property. The Purchaser undertakes to ensure that the contractor complies with the Estate Rules.
- 8.7. The property is sold subject to such provisions of clauses/s 3.3., 3.4. and 3.5. of the Scheme Regulations imposed by the Administrator in terms of section 7(2) of the Land Use Planning Ordinance 15 of 1985 as may be required by the Local Authority for the sub-division of the property.

9. OBLIGATION TO BUILD

- 9.1. Whilst the Seller undertook on purchasing the property to commence erecting a dwelling within three (3) years after the date of registration of Transfer of the property into his name, and undertook to complete such dwelling within twelve (12) months after such commencement (completion being defined as having occurred only upon the issue of a Completion Certificate by the Local Authority), the Purchaser undertakes and accepts that he will be bound to the balance remaining of the aforesaid three year period, plus an additional 12 months, to commence building.
- 9.2. The parties acknowledge that the Developer or the Developer's authorised agents shall be entitled to inspect the property at all reasonable times during the period that the Purchaser is constructing the dwelling on the property.
- 9.3. Should the Purchaser or his successor in title fail to erect and complete the dwelling within the stipulated time period (or such extended period as the parties may agree), the Homeowner's Association shall be entitled to impose penalties determined by the Association from time to time.
- 9.4. Purchasers are free to choose contractors of their choice subject to the terms and conditions of the Architectural Guidelines and the Contractors' Code of Conduct.

10. COMPLETION CERTIFICATES

The Local Authorities Completion Certificates contemplated in terms hereof, shall, once issued:

- 10.1. be binding upon the parties hereto; and
- 10.2. be prima facie proof as to the matter certified.

11. THE HOMEOWNERS' ASSOCIATION ("the Association")

- 11.1. It is recorded that the Homeowners' Association will be incorporated as an Association, and not for profit in terms of Section 21 of the Companies Act, 1973, to promote the communal interests of members of the Association.
- 11.2. The objects and purposes of the Homeowners' Association in general are to:
 - 11.2.1. own and maintain the roads and storm water system and certain open spaces and provide the security service;
 - 11.2.2. have the right to outsource of any or all of its functions to the most suitable organization or contractors;
 - 11.2.3. control the alteration, extension and renovation of buildings or properties forming part of the township;
 - 11.2.4. ensure that all such building work is carried out in accordance with the Architectural Guidelines and plans approved by the Homeowners Association and the relevant Local Authority;
 - 11.2.5. ensure and provide for the general maintenance, running and control of the township in order to promote the communal interests of the owners;
 - 11.2.6. ensure that the following services, inter alia, will be supplied by the Homeowners' Association upon the terms and conditions set out in its Articles of Association and that the cost thereof will be covered by the monthly levy payable to the Homeowners' Association:
 - security;
 - refuse removal;
 - landscaping of common area;
 - administration of the Homeowners' Association;
 - water and electricity supplied to common areas;
 - maintenance of all recreational and sports facilities;
 - insurance of buildings and structures on common areas; and
 - maintenance of sidewalks, roads, verges and other common areas.
- 11.3. The Purchaser acknowledges that in terms of the Local Authority's approval for the establishment of the Township, a Homeowners' Association must be created and may not be terminated without the specific approval of the Local Authority.
- 11.4. Immediately on becoming the registered owner of the property, the Purchaser will automatically become a member of the Association and will be and remain bound by its Memorandum of Articles of Association for so long as the Purchaser is a registered owner.
- 11.5. Should the Purchaser sell the property, the Purchaser will ensure that his Purchaser is made fully aware of the existence of the Association and the fact that such successor will automatically become a member of the Association. No property may in fact be sold by any party without a specific condition being inserted in every Deed of Sale making prospective purchasers aware of their automatic membership of the Homeowner's Association, and of the obligations of such membership, on becoming registered owners of such property. This obligation shall be enforced against all purchasers and their successors in title ad in finitum.
- 11.6. Prior to transfer of the Property into the Purchaser's name, the Purchaser will not be entitled to sell, donate, grant any option of pre-emptive right in respect of, or alienate or transfer, or in any other way deal with the property without the prior consent of the Association, which shall not be unreasonably withheld.

- 11.7. The following conditions, or conditions of a similar nature, as imposed by the Local Authority, will be inserted in the Title Deed to the Property, all of which are imposed as conditions in favour of the Association for its benefit and the benefit of its members:
- 11.7.1 no further subdivision is allowed to any of the properties or any of the open spaces and common areas;
 - 11.7.2 the owner of the property, or any sectional title unit erected thereon, or any interest therein or thereto, shall not be entitled to transfer the property, or any consolidation thereof, or any unit or any interest therein, without the Association's prior written consent, which will not unreasonably be withheld, and without the Association having confirmed in writing that all amounts due to it by the owner shall have been paid;
 - 11.7.3. every owner shall automatically be and become and shall remain a member of the Association and be subject to its Memorandum and Articles of Association until the owner ceases to be an owner as aforesaid. Neither the property nor any consolidation thereof, nor any unit erected thereon, nor any interest therein nor thereto, shall be transferred to any person who has not agreed to become a member of the Association and to be bound by its Memorandum and Articles of Association; and who has not secured payment by way of a debit order of the monthly levy due to the Association;
 - 11.7.4. no improvement of any nature may be effected on the property without prior written approval of the Association or its nominee and any building plans in respect of any improvement to be erected on the Erf shall be subject to the prior written approval of the Association or its nominee. Such approval will be required without limitation to all external finishes including materials and colours for all walls, doors, roofs and windows; and
 - 11.7.5. the owner of the property shall not make any application for the rezoning, consolidation or subdivision of his Erf without the prior written consent of the Association.
- 11.8. Homeowners are required to pay monthly levies from the first of the month following the registration of transfer of their properties. The initial monthly levy shall be set by the Developers. The levies shall escalate on the 1st of July each year by the amount agreed upon at the Annual Homeowners' Meeting. The monthly levy is designed to cover the operating expenses of the Estate, which includes security, refuse removal, landscaping of common areas, water and electricity supplied to common areas, insurance of buildings on common areas, maintenance of the sports and recreational facilities and maintenance of common areas.
- 11.9 The Purchaser furthermore agrees to be bound by the Estate / Conduct Rules, Architectural Concepts, Building Rules of Conduct and Landscape Guidelines, and any other documents related to the Estate.
- 11.10. The Purchaser acknowledges that his attention has been drawn to the fact that there exists or shall exist, a number of important and related agreements and documents in connection with the Association, which, inter alia, deal with the control and administration of the Estate, and the architectural and building requirements for improvements on the property, all of which will be binding upon the Purchaser as a member of the Association.
- 11.11. The Purchaser acknowledges that certain of the documents referred to above may not be available on the date of signature of this agreement. The Purchaser acknowledges that the Purchaser, as a member of the Association, will be bound by the contents of these documents. As and when additional documents are executed and finalized in regard to the matters referred to above, the same will likewise be available for the Purchaser's inspection, and the Purchaser acknowledges that it will be incumbent on the Purchaser to inspect the same, and that the Purchaser will be bound thereby. Furthermore, the Purchaser acknowledges that the Seller's interpretation of any of the provisions of all of such documentation shall prevail and shall be binding on the Purchaser should a dispute arise as to the interpretation of any such provisions.
- 11.12 The Developers shall be entitled at any time/s to erect such signage, flagpoles, messages or any other form of notices or advertising on the common property and/or common buildings as may be legally permissible solely for the purposes of selling and/or letting sections in the Development, provided that it does not inconvenience the owners of other erven in the Development.

- 11.13. The Purchaser shall not be entitled to display any "For Sale" and/or "To Let" signs on his property or outside the Development:
- 11.13.1. until the Developer has completed and entirely sold all portions of the Development, without the prior written consent of the Developer; and
 - 11.13.2. thereafter, without the prior written consent of the Homeowners' Association in terms of the Articles of Association of the Homeowners' Association.
- 11.14. The Developers shall be entitled to appoint the managing agent for the scheme during the development period, which appointment shall be valid and binding on the Association during that period. The Purchaser hereby grants the Developers the irrevocable power and authority to appoint the managing agent of the scheme.
- 11.15. During the development period, the developer shall have control of the voting rights at all meetings of the Association, such rights terminating six months after the Developer has sold and transferred the last of the erven in the estate.
- 11.16. In the event of the Developer exercising his right to extend the Township as per Clause 1.6 of the Executive Summary, the Homeowner's Association shall be obliged to incorporate the additional erven into the Development under its control, and all purchasers of erven within the extended development shall become members of the Homeowner's Association subject to the rules of Association.

12. DEFAULT BY THE PURCHASER

- 12.1. Should the Purchaser fail to pay any amount, or fail to provide the guarantee/s required in terms of this agreement on due date, or commit a breach or any other of the terms and conditions of this agreement and remain in default seven days (unless such breach occurs at a time critical to the registration procedure, in which case the seven day period may at the election of the Seller be reduced to 48 hours), after dispatch of written notice requiring payment and/or delivery of the guarantee/s and/or requiring such breach to be remedied, the Seller shall be entitled without prejudice to any other rights of the Seller, in law or in terms of this agreement, including the right to claim interest in terms of the Penalty Interest Clause:
- 12.1.1. to claim immediate payment of the Purchase Price or the balance of the Purchase Price as the case may be, together with all interest and other moneys which may then be outstanding, all of which shall immediately become due and payable; or
 - 12.1.2. to cancel this agreement without further notice, in which event the Purchaser shall automatically forfeit and the Seller shall be entitled by way of "rouwkoop" and/or rental and/or a genuine pre-estimate of damages for breach of contract, to retain all moneys then having been paid by the Purchaser under this agreement; or
 - 12.1.3. to cancel this agreement without further notice and to claim damages if any, in lieu of or in addition to such forfeiture in which event the Seller shall be entitled to retain any moneys paid by the Purchaser pending determination of the amount of the damages by agreement, by Order of Court, or otherwise.
- 12.2. Should this agreement be cancelled in terms of the preceding clauses, the Purchaser shall forthwith give up possession of, and vacate the property and shall cease to have any rights under this agreement, and the Seller shall immediately be entitled to resell the property.
- 12.3. The Purchaser shall be liable for all and any costs, including attorney and own client costs, collection commission or tracing agents' fees incurred by the Seller, arising out of or in connection with any breach by the Purchaser of any of the provisions of this agreement, or any other matter relating to this agreement.
- 12.4. No indulgence granted by the Seller shall constitute an estoppel or waiver of any of the Seller's rights under this agreement. Accordingly, the Seller shall not be precluded as a consequence of having granted such indulgence from exercising all or any rights against the Purchaser which may have arisen in the past or which may arise in the future.

13. PENALTY INTEREST

It is recorded that the transfer of the property shall be passed by the Seller's attorneys on the date of transfer referred to in the Schedule, or as close as possible to that date. It is furthermore recorded that the Purchaser shall have no claims against the Seller and/or Developer for damages or otherwise in the event of a delay in the date by which transfer of the property is registered. However, should the Purchaser in any event, delay the transfer of the property, then without prejudice to any rights or remedies of the Seller in terms of the agreement, the Purchaser with effect from the date on which the Seller's attorneys certify to be the date upon which the transfer ought reasonably to have been registered by such delay, shall pay to the Seller:

- 13.1. interest at the rate of 3% above the prime bank overdraft rate charged from time to time by the Seller's Bankers; and
- 13.2. the pro rata rates, taxes and levies payable in respect of the property from the date on which the transfer ought reasonably to have been registered.

14. NOMINEE

The Purchaser shall be entitled, by notice in writing to that effect addressed to the Seller, to nominate a nominee in his place and stead as Purchaser, upon the following terms and conditions:

- 14.1. The aforesaid notice shall reach the Seller not later than thirty (30) days after the Effective Date.
- 14.2. The said notice shall set out the name and address of the nominee.
- 14.3. The said notice shall be accompanied by:
 - 14.3.1. a signed acceptance by the said nominee of all the obligations imposed upon the Purchaser in terms of this Offer to Purchase; and
 - 14.3.2. a certified copy of the Constitution of the nominee if the nominee is not a natural person; and
 - 14.3.3. a Deed of Suretyship in terms whereof the Purchaser interposes and binds himself to the Seller as surety and co-principal debtor in solidum for the due performance of his nominee of all the obligations of the Purchaser under this Offer to Purchase, including damages.
- 14.4. In the event of no nominee being nominated as aforesaid, then the Purchaser shall be deemed to have purchased the property in his own name.
- 14.5. The Purchaser acknowledges that, in the event of such nomination, a second sale may be deemed to have taken place, and the nominated entity may become liable for transfer duty.

15. BODIES CORPORATE

- 15.1. Insofar as the person signing this document as Purchaser acts herein on behalf of a company or other body corporate in existence at the Effective Date, the signatory undertakes within SEVEN (7) days of the Effective Date to furnish the Seller and/or the attorneys with such information relative to the company or body corporate as the Seller and/or the attorneys may require. In particular, the Purchaser shall furnish the Attorneys with a copy of:
 - the CK1 and CK2;
 - Certificate to commence business;
 - Company resolution for the Erf purchase;
 - Memo and Articles;
 - Letters of Authority and Trust Deed; and
 - whichever documents are applicable to the Body Corporate concerned.
- 15.2. The said signatory hereby binds himself as surety and co-principal debtor in solidum, jointly and severally with any such company or body corporate for the due and punctual compliance by such company or body corporate with the obligations of the Purchaser in terms of this contract and hereby renounces the benefit of excussion.

16. COMMISSION

- 16.1. The Agent shall be deemed to have earned their brokerage, which is payable by the Seller and calculated at _____% (plus VAT), of the Purchase Price, upon all suspensive conditions of this Agreement being fulfilled and successful registration of transfer taken place. This brokerage shall be paid on Registration of Transfer, and the Seller hereby irrevocably instructs the attorneys to pay the amount due to the Agent as a first draw against the proceeds of the sale.
- 16.2. Should this agreement be cancelled as a result of the Purchaser failing to comply with its obligations herein, then the Purchaser hereby assumes the Seller's obligations to pay the brokerage due to the Agent. Such amount may not be deducted from any deposits.

17. BROKERAGE

- 17.1. The Purchaser warrants and undertakes to the Sellers that the Purchaser has not been introduced to the Sellers and/or the Development by any agent or other third party, other than the Agent stipulated in the Schedule.
- 17.2. The Purchaser hereby indemnifies the Sellers against any claims, loss, damages or proceedings arising out of any breach of the warranty contained in clause 17.1 above.

18. CESSION

- 18.1. Prior to transfer being registered in favour of the Seller, the Purchaser shall not be entitled to resell the property or to assign in any way or to deal with or alienate or transfer the Purchaser's rights or obligations under this agreement, without the prior written consent of the Developer, which consent shall not be unreasonably withheld.
- 18.2. Such consent shall not in any way release the Purchaser from any obligations under this agreement. Where consent is given to an assignment, the Purchaser, by his or her signature hereto shall become bound as surety and co-principal debtor in solidum for the due and proper performance by the assignee of all the assignee's obligations hereunder with effect from the date on which consent to such assignment is given up, until the date of registration of transfer of the property into the name of the assignee.
- 18.3. During the development period, the Purchaser shall not appoint or engage any estate agent or other person to market, advertise and/or sell the property other than the agent appointed by the Developers to market the development from time to time.
- 18.4. The Purchasers may re-sell the property prior to taking transfer only after complying with the above clauses and the existing legislation. The Purchaser is made aware that any such sale will be subjected to transfer fees and transfer duty in addition to those payable in respect of the original sale. It is a condition of this sale that any such re-sales are handled contractually and transferred only through the Seller's Agents and Attorneys.

19. DOMICILIUM AND NOTICES

- 19.1. For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties hereby choose their respective domicilium citandi et executandi ("domicilium") at the addresses stipulated on the Schedule.
- 19.2. A party may at any time change its domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes a physical address at which process can be served or any notice given.
- 19.3. All notices shall be in writing and sent by registered post or delivered by hand or sent by telefax to the domicilium chosen by the party concerned, and shall, if posted, be deemed to have been duly delivered seven days after the day on which such notice was posted. If delivered by hand, the notice shall be deemed to have been delivered on the date of delivery. If sent by telefax, the notice shall be deemed to have been received on the same day of transmission.

20. JURISDICTION

For the purpose of all or any proceedings hereunder, the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to section 45 of the Magistrate's Court Act, provided nevertheless that the Seller shall have the right at its sole option and discretion, to institute proceedings in any other court of competent jurisdiction.

21. JOINT AND SEVERAL LIABILITY

Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally and in solidum for the payment of all moneys hereunder and for the carrying out of all the terms of this contract.

22. WHOLE CONTRACT

This agreement constitutes the entire contract between the parties and the parties shall not be bound by any representations, terms, conditions or warranties not contained in this agreement. The Purchaser warrants that the Purchaser was not induced into entering into this contract by any warranty or representation not contained herein.

23. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement shall be effective unless reduced to writing and signed by or on behalf of both parties.

24. PURCHASE AND COOLING OFF RIGHT

24.1. This clause only applies if Section 29A of the Alienation of Land Act, 68 of 1981, is applicable to this offer/agreement.

24.2. Notwithstanding any other clause in this agreement, the Purchaser has the right to revoke or terminate this agreement by written notice to be delivered to the Seller or his/her agent within five (5) days after Purchaser has signed this offer/agreement. The five-day period is calculated with the exclusion of the day upon which the Purchaser signed the offer/agreement, and any Saturday, Sunday or public holiday. If the Purchaser wishes to exercise the aforesaid right, the notice must therefore be delivered to the Seller on or before midnight on _____ (date). This notice will have no effect unless it:

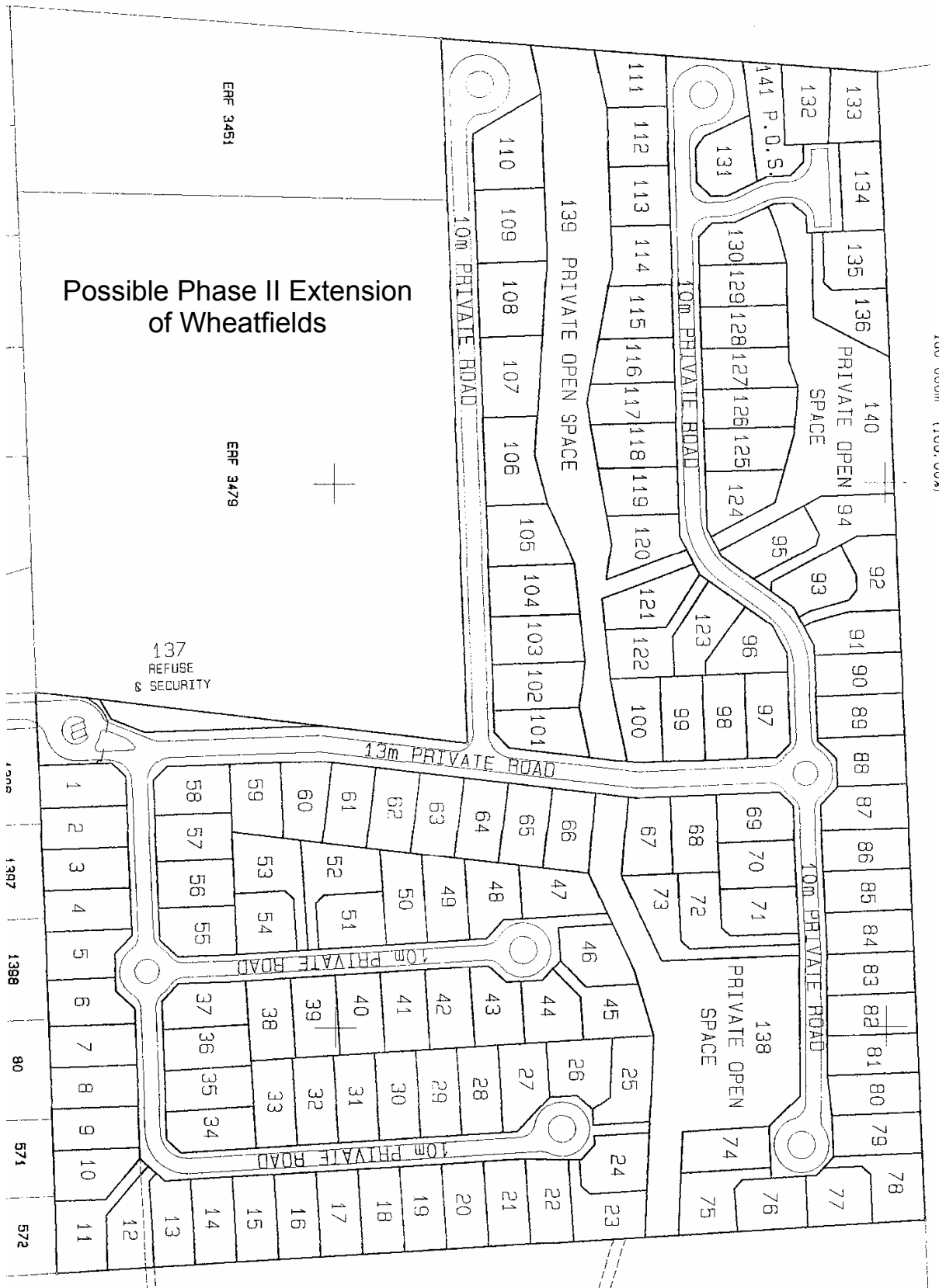
- 24.2.1. is signed by the Purchaser or his/her agent acting on his/her written authority;
- 24.2.2. refers to this offer/agreement as the offer/agreement that is being revoked or terminated, as the case may be; and
- 24.2.3. is unconditional.

24.3. The estate agent is authorized to accept a "cooling off" notice for or on behalf of the Seller. Such notice will be deemed to have been validly delivered, if it is delivered or tendered to the Seller or the estate agent personally or to any person over the age of sixteen years who resides or is employed at the Seller's or estate agent's address stated in this agreement/offer. The Seller/Estate Agent shall on demand, provide the Purchaser with a receipt in respect of the "cooling off" notice herein.

24.4. If the Purchaser buys a second property whilst still having a "cooling off" right in respect of this offer/agreement, the Purchaser shall forthwith upon signature of the second agreement, inform the Seller and the estate agent whether or not he/she intends in good faith to buy both the properties referred to in this agreement and the second agreement. Should the Purchaser fail to notify the Seller and this agreement is later deemed to have been terminated by reason of the fact that the Purchaser entered into the second agreement, such failure shall constitute a breach of this agreement and expose the Purchaser to whatever remedies the Seller and/or the estate agent may have in respect of such breach.

ANNEXURE "A" - ESTATE SITE PLAN

As follows:



ANNEXURE "B" - ARCHITECTURAL CONCEPT, BUILDING RULES OF CONDUCT AND LANDSCAPE GUIDELINES

1. DESIGN CONCEPT

The purpose of this architectural design and landscape design concept is to inform the owners and their architects or designers of the building and landscaping requirements for the estate. To provide information relating to the procedure to be followed in order to obtain the necessary approval from the Wheatfields Homeowners' Association for all the buildings and structures to be erected on each Erf and any alterations and additions thereto.

2. THE DESIGN VISION

The vision for Wheatfields is to create a secure and peaceful country village, comprising of houses situated in a high quality natural landscaped environment. The focal points are to be the existing streams within the private open space within the estate.

3. THE DEVELOPMENT CONCEPT

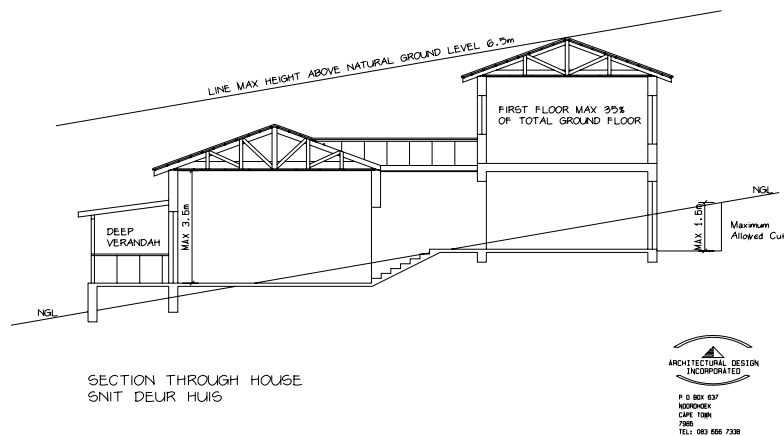
The development of Wheatfields has been one of a holistic approach, where the architecture and landscaping result in a development that is sympathetic to the natural environment setting and adjoining properties.

The dwellings are to be contextually sympathetic to the topography of the site and to the natural hues of the existing environment.

The resulting architecture should be one of a Contemporary Rural Hamlet type buildings of modest scale which will 'grow' out of the topography of the site. There will be no single type of house within the estate but rather the estate will comprise of a varied range of styles from Mountain Lodge Type through to the Cape Vernacular Type of Houses, thus creating a varied range of houses and the image of a Contemporary South African Village/Hamlet. It is expected that the architectural concepts will be developed with sympathy to the environment. Styles such as "Beach House", "Georgian" or "Tuscan" architecture will not be allowed.

Buildings should be a series of rectangular forms whereby each forms placement, height and scale would respond and adjust to the topography of the site.

Large scale cut and fill will be seen as unsympathetic and will not be allowed. Large scale cut and fill will be determined as per the example of the attached sketch below, which suggests that 1.5 meters is the maximum allowable cut. This will be ratified by the Homeowners' Association architect.



The intention is to create a unique cohesive architectural character that is sensitive to the environment, evocative to that of a country lodge type of architecture.

4. PLAN APPROVAL PROCESS

The approval process will involve the following stages:

4.1. First Stage

- 4.1.1.1. The design concept and sketch plans must be submitted to the Homeowners' Association for approval. A scrutiny fee of R350.00 plus VAT is payable to the Homeowners' Association architect when plans are submitted.

4.2. Stage Two

- 4.2.1.1. After the design concept and sketch plans have been approved the detailed design and working drawings must be submitted to the Homeowners' Association architect for approval. The Homeowners' Association architect will approve the drawings submitted prior to the submission to council as to the compliance to the design manual that has been approved and endorse the drawings to the fact that the drawings comply.

- 4.2.1.2. Payment of Sidewalk Deposits are to be paid prior to or on approval of such plans

4.3. Stage Three

- 4.3.1.1. Once approval of the detailed working drawing is given by the Homeowners' Association architect, these plans are to be submitted to the local authority for approval. All relevant fees are payable to the local authority.
- 4.3.1.2. No guarantee can be given that the Local Authority will approve any plans, which were approved by the Homeowners' Association architect.

The above criteria shall apply to any alteration, addition, renovation and or external redecoration undertaking on any erven within the estate.

5. MINIMUM INFORMATION TO BE PROVIDED ON DRAWINGS/PLANS WHEN SUBMITTED FOR HOME OWNERS ASSOCIATION APPROVAL:

Apart from the requirement of the Council, the following must also be shown on the drawing:

- Contour base plan showing contours at 500mm interval heights
- Permissible coverage and actual coverage as a percentage in terms of the square meterage
- North Point Sign Indicated
- Roof Plan
- Floor Plans
- Total Floor areas of Dwelling
- Total Floor areas of Outbuildings, covered verandahs and patios
- Proposed Floor Levels with reference to existing contours
- Elevations and Sections
- Position of Driveway and Hard Landscaping
- Soft Landscaping Layout
- Building Lines Setback
- Drainage Layout Plans
- Storm water Management plan
- Locations of Retaining Structures
- Schedule of Finishes
- Positions of External Lighting
- Braai/Barbeque Elevations

6. BUILDING ENVELOPE CONCEPT

- 6.1 The ground floor coverage, for both single and double story dwellings, may not exceed 50% (Fifty Percent) of the total erven area, including garages and outbuildings. The construction of single story rather than double story houses/ dwellings on the Estate, is encouraged.

- 6.2 Double Story Dwellings: The ground floor coverage for a double story dwelling must not exceed 50% (Fifty Percent) of the area of the erven. The area of the upper story must not exceed 35% (Thirty Five percent) of the actual built area of the ground floor. (For example, on an erven of 480m², a dwelling with 240m² on ground level and 84m² on the upper level).
- 6.3 The minimum size of the main dwelling, excluding any outbuildings, covered patios, verandahs and garages, must not be less than 100m².
- 6.4 Outbuildings and garages may not be built prior to the main dwelling.
- 6.5 Roofs are to be pitched. Roofs to the main dwelling are to be pitched symmetrically around a roof ridge with a slope of between 25 degrees and 35 degrees. Lean-to roofs are to have a minimum pitch of 5 degrees and maximum 10 degrees pitch. A lean-to roof over patios and/or verandahs is to be constructed of charcoal coloured corrugated iron.
- 6.6 Roofing materials are to be from the following: Mazista Roofing slates in "Black Silver Blue", or Black or Charcoal Cement Roof Tiles or Thatch or similar approved by Homeowners' Association architect.
- 6.7 Roof colours are to be of a natural hue. No luminescent or translucent colours are to be used.
- 6.8 External Wall Colours: To this End no White or "unnatural" colours will be permitted. "Paint Technique" will not be permitted externally. "Pastel shades" and "Earth Tones" are permissible. All colours are to be approved by the Homeowners' Association architect. The paint used is to be from the Plascon Expressions range of paints, with an approved list of 10 (ten) colours provided by the Homeowners' Association architect prior to transfer.
- 6.9 The maximum height from natural ground level to any point vertically above the natural ground level must not exceed 6.5 meters.
- 6.10 No building can/will be built on stilts or columns creating a void beneath.
- 6.11 The height from finished floor level to the wall plate must not be less than 2.6 meters on a single story dwelling.
- 6.12 The maximum height from finished floor level to the wall plate may not exceed 3 meters on a single story dwelling.
- 6.13 No building on the erven may exceed two stories in height at any point above natural ground level.
- 6.14 Natural ground level is to be confirmed by a land surveyor prior to construction and/or earthworks. The cost of which is to be at the expense of the Purchasers.
- 6.15 No vibrocrete or prefabricated walling systems are allowed.
- 6.16 Black Diamond Mesh fencing and Black Palisade type fencing are allowed with a maximum height of 1.6 meters. Masonry walls on the boundary are discouraged however are allowed to a maximum height of 1.2 meters above natural ground level. However extensive use of walling and fencing within the estate is discouraged

7. GENERAL

- 7.1 Awnings, TV aerials, external blinds, and items, which do not form a part of the basic structure, should be clearly shown and annotated.
- 7.2 TV aerials, satellite dishes, antennas etc. may not be attached to any chimney or mast. Preferably these should not be visible from the road.
- 7.3 Solar heating panels, if used, should be incorporated into the buildings form part of the basic structure, should be clearly shown and annotated, and should not extend above the roof profile.
- 7.4 Outbuildings and additions should match the original design and style, both in elevation and material usage.
- 7.5 Staff accommodation and main kitchen shall open onto a screened yard or patio, if applicable.

- 7.6 Lean-to's sheds and temporary carports will not be allowed.
- 7.7 Washing lines shall be fully screened from the street elevation or other visible elevations. Bargeboards, gable tiles or gable walls must be used on gable ends.
- 7.8 Windows and glass doors shall have vertical proportions unless behind verandas and/or patios. No wind blocks shall be permitted.
- 7.9 Conservatories shall not be allowed.
- 7.10. No aluminium or fibreglass awnings shall be permitted. All street facing and first floor plumbing is to be concealed.
- 7.11 Driveways must be constructed over carriageway crossings.
- 7.12 Driveways and parking areas visible from the road must be hardened.
- 7.13 Unobtrusive rainwater collection tanks are highly recommended and may be a condition of approval imposed by the local authority. These should not be visible from the road.
- 7.14 Notwithstanding the fact that the building plans may comply with above, the endorsement of such plans shall be at the sole discretion of the Homeowners Association, with final approval by Council.
- 7.15 Nothing in the above shall be constructed as permitting the contravention of the Conditions of Title of any erven or By-Laws of the Local Authority.

A comprehensive Architectural Design Manual and Landscape Guidelines Manual will be published prior to the transfer of the property to the first owner.

8. CONSTRUCTION ENVIRONMENTAL GUIDELINES

- 8.1 Any building material, imported material, etc shall be stored within the erven boundaries with proper protection against wind and water erosion.
- 8.2 All construction activities and the placing of cabins, chemical toilets, stores etc. shall take place within the erf boundaries.
- 8.3 Any vehicles and other engine operated equipment and machinery must be maintained in good condition in order not to contaminate the soil, storm water system, roads, road reserves, etc. with fuels, oils, hydraulic, fluids etc.
- 8.4 Fuels and oils must be stored in leak proof and sealed containers, as to protect them from the elements.
- 8.5 Trees to be retained on an erven shall be properly protected against any damage during construction. No sand, cement, oil, fuel, paint etc. shall be allowed to be washed into the storm water system, roads, etc.
- 8.6 The contractor shall provide adequate sanitary facilities for all his employees, subcontractors, etc. These facilities shall be well maintained and always kept in a clean and hygienic condition. Refuse/Building rubble (Food waste, cable pieces, tree stumps, building materials, oils, etc.) shall be properly managed and controlled, and shall be removed off site to a site approved by the Local Authority at least once a week.
- 8.7 Refuse bins must be provided on each erven by the contractor and shall be wind proof and animal proof.
- 8.8 Blasting, drilling, hammering, or any other activity that causes noise pollution shall be strictly during working hours as per the Local Authority requirements.
- 8.9 The use of ready-mix concrete is encouraged.

- 8.10 Cement must be mixed on mixing boards, and not directly onto the ground surface. (Cement powder has a high Ph and spillage will adversely affect the chemical properties of the soil and water).
- 8.11 No burial or burning of refuse will be allowed on any erven or the property of the Wheatfields Homeowners' Association. Dust should be properly controlled.
- 8.12 No person may remove, damage or deface any tree on any part of the common property without consent of the Homeowners' Association.

9. BUILDING RULES

- 9.1. Building activity is only allowed during the hours: 07h30 - 18h00 on Weekdays, and 08h00 - 14h00 on Saturdays.
- 9.2. No building activity is permitted outside of the above hours and on Sundays and Public Holidays (hereinafter "Private Time").
- 9.3. The Contractor's workers and/or the Contractor's sub-contractor workers may only enter the Estate in terms of the Security Procedures in force from time to time.
- 9.4 The Contractor shall ensure that all rubble is stored in a waste skip in a designated area and which is easily accessible for removal. The Contractor is not permitted to burn rubbish on site. Non-Compliance will be penalized.
- 9.5 The site and streets are to be kept as clean as possible at all times. Should the streets and sidewalks not be clean, to the Homeowners' Association standards, the Contractor will be required to comply with the Estate Manager's instructions in that regard before continuing with any further building activities.
- 9.6 Where materials off-loaded encroach onto the pavement or roadway, these materials must be moved, immediately after delivery, onto the site. No materials may remain on the roadway or pavement and it is the Owner's responsibility to clean the roadway of all such materials. The same applies to and or rubble washed or moved onto the road during building operations.
- 9.7 The Owner will be held liable for any damage caused to any property, including the roads or landscaping, by delivery vehicles or for any failure by his Contractor to observe and abide by these rules. The costs to repair will be deducted from but not limited to the Sidewalk Deposit.
- 9.8 Deliveries from suppliers shall be scheduled in normal weekday times and may be made only prior to 16h00 on Weekdays and by 12h00 on Saturdays, and are not permitted on Sundays or Public Holidays.
- 9.9 The Contractor shall provide toilet facilities, as referred to in these Rules, on site, for the Contractors' workers.
- 9.10 Builders' boards shall be erected in compliance with the Wheatfields Homeowners' Association standards. The Owner is responsible for the removal of the boards on completion of the building operations or at the request of the Homeowners' Association.
- 9.11 Owners will be liable for any damage resulting from the conduct or activity of the Owner or the Owner's Contractors.
- 9.12 No building materials may be stored on public or common area, or on adjacent erven, without the prior written consent of the Homeowners' Association and other landowners affected.
- 9.13 If construction takes place adjacent to existing dwellings, the Owner or Contractor shall respect the privacy of the neighbour, and generally reduce inconvenience as far as possible (for example, by discussing with the neighbour the location on the site of the toilet and site hut).
- 9.14 Should the Wheatfields Homeowners' Association suspect any Owner or Contractor of misconduct, the Wheatfields Homeowners' Association may rectify such conduct in such manner, as it deems necessary and recover the cost thereof from the Owner concerned. Alternatively, the Wheatfields Homeowners' Association may, at any time, and without prior notice, require the suspension of building activity until such undesirable conduct is rectified.

- 9.15 In addition to the restriction on building hours contained in hereof, the Contractor may not conduct any activity on any site within the Estate during the December closure period as determined by the Wheatfields Homeowners' Association from time to time.
- 9.16 The Owner shall ensure that his Contractors or Sub-Contractors comply with these Rules, and, in addition, with any further requirements that may be instituted by the Wheatfields Homeowners' Association from time to time.
- 9.17 Wheatfields Homeowners' Association will not supply any toilet facilities.
- 9.18 No workers except one watchman per dwelling unit will be allowed to stay or sleep on the premises.

10. TIME LIMITS FOR CONSTRUCTION

The construction of dwelling shall commence within THREE (3) years from the date of registration of transfer of ownership from the Developer to the First Purchaser of an erven. In order to reduce inconvenience to neighbours and unsightliness, construction shall proceed without lengthy interruptions, and shall be completed within ONE (1) year from commencement thereof. The date of commencement of construction on any particular erven shall be the date of actual commencement of construction or the date upon which the THREE (3) years from date of registration of transfer from the Developer to the First Purchaser expires, whichever is the earlier.

11. PENALTIES

Any Owner who fails to comply with the time limits for commencement of construction or for the completion of construction as set out in these Rules shall become liable to pay an increased monthly levy to the Wheatfields Homeowners' Association for the duration of such breach, in such sum as the Wheatfields Homeowners' Association or the Board of Trustees of the Wheatfields Homeowners' Association may decide from time to time. Presently the Trustees have declared that the penalty levies shall be calculated as follows:

- Say the monthly levy is R250.00 per month. The first year of delay or any part thereof becomes R500.00 per month penalty levy and at the second year of delay or any part thereof it becomes R1000.00 per month penalty levy and the third year becomes R2000.00 per month, and so on.

12. PURCHASE OF DELINQUENT ERVEN

- 12.1 Any person who purchases an Erven within the Estate which is, as a result of time limits in construction the subject of the imposition of penalty levies, shall be afforded the time period set out hereunder and subject to the conditions set out hereunder, within which to ensure compliance with the construction requirements, free of penalty levies.
- 12.2 The purchaser of a delinquent Erven shall be afforded a period of SIX (6) months, calculated from the date of registration of transfer of that Erven into the Purchaser's name, within which to apply for and obtain plan approval up to and including stage 3.
- 12.3 Should the owner of a delinquent Erven fail to obtain such approval within SIX (6) months of the date of transfer, the delinquent Erven shall become the subject of penalty levies, calculated retrospectively, to the date of transfer.
- 12.4 Upon due compliance with and attainment of all the requirements of stage 3 of the plan approval process, the normal timing for construction set out in Rule time for construction will apply, i.e. one year from date of commencement of construction, save that in the case of delinquent Erven, the date of commencement of Construction shall be, pursuant to compliance with this sub-rule, the date of approval of stage 3 plans by the Architectural Review Committee.

13. DEPOSITS AND SITE CLEANING CHARGES

- 13.1 A refundable deposit (Sidewalk Deposit), in a sum determined by the Wheatfields Homeowners' Association from time to time shall be paid by each applicant upon submission of stage 3 drawings to the Wheatfields Homeowners' Association. Such deposit will be used, within the Wheatfields Homeowners' Association sole discretion, to cover, inter alia:

- o reinstate public sidewalks where necessary or desirable in the Wheatfields Homeowners Association opinion; and/or
 - o replant grass; and/or
 - o repair/replant trees damaged or destroyed during building operations; and/or
 - o make good all damage done to any municipal installation including, without limitation thereto, electrical supply apparatus, street lights, sewer, storm water and water reticulation and Telkom manholes; and/or
 - o ensure that the Owner concerned complies with any other Rule or requirement whatsoever relating to construction, design or any other provisions of these Rules.
- 13.2 The deposit may be refunded in full or in portion (determined at the discretion of the Wheatfields Homeowners' Association), provided the following requirements have been met:
- o toilet installed on site in an inconspicuous position and connected to the sewer system; and
 - o green site hut erected; and shade screening cloth erected where applicable; and
 - o builder's board erected; and
 - o duly payment of the Monthly Construction Building Levy, and
 - o upon written proof that the required water connections have been made.
- 13.3 Owners are required to ensure that building operations are conducted in such a manner as to minimize any dumping of material on the sidewalks.
- 13.4 The deposit or unutilized portion thereof may be refunded to the Owner on completion of the construction, upon written application, for attention of the Wheatfields Homeowners' Association, and after receipt by the Wheatfields Homeowners' Association of a certificate from the Wheatfields Homeowners' Association confirming that the dwelling "as built" has been erected in accordance with the plans approved by the Wheatfields Homeowners' Association.
- 13.5 No interest shall be payable to the owner on the deposit.
- 13.6 A non-refundable Monthly Construction Building Levy is payable to the Wheatfields Homeowners' Association for the duration of the construction and until the issuing of an occupation certificate by the relevant Authorities.

14. SPECIFIC CHARGES

Stage 2 and 3 Plan Scrutiny Fees	R350.00 plus VAT
Re-scrutinizing and/or deviation plans, per submission	R200.00 plus VAT
Sidewalk Deposit (new site)	R5,000.00
(Extended, renovations, alterations)	R3,000.00
Monthly Construction Building Levy	R400.00 plus VAT
Rubble Removal Penalty (failure to remove by owner)	R7,000.00 plus VAT

or as amended by the Wheatfields Homeowners' Association from time to time.

All these charges are subject to annual review by the Homeowners' Association.

15. FINES AND PENALTIES

- 15.1 Any person who contravenes or fails to comply with any provisions of these Rules, or any conditions imposed by or directions given in terms of these Rules, shall be deemed to have breached these Rules and will be subject to any penalties imposed by the Homeowners' Association (and reviewed at Wheatfields Homeowners' Association annual general meetings from time to time) having regard to the circumstances and which may include, inter alia, the imposition of fines for each separate offence.
- 15.2 Any fine imposed on an Owner or Resident shall constitute a debt due and payable to the Wheatfields Homeowners' Association by the Owner or Resident on delivery of a written demand therefore.
- 15.3 The imposition of penalties is subject to the relevant provisions of the Articles of Association of the Wheatfields Homeowners' Association.

16. LANDSCAPE GUIDELINES

The intention is to ensure that all planted material introduced to the estate is indigenous vegetation typical of and suited to the local area. The concept is to ensure that all planted material is evergreen, low in water consumption and easy to maintain. Individual owners will be limited to lawn areas of $\pm 60\text{m}^2$. Unobtrusive rainwater collection tanks are highly recommended and may be a condition of approval imposed by the local authority.

A comprehensive Landscape Guidelines Manual will be available prior to transfer and all owners will be bound by it. Such manual will include, but not be limited to:

- Guidelines for soft landscaping, including:
 - A planting palette of suggested species for landscape areas, private open spaces, road verges and individual gardens;
 - Hedges and screening;
 - A list of prohibited plant types and species for the estate;
 - Maximum sizes of lawned areas; and
 - Water wise irrigation systems.

- Guidelines for hard landscaping, including:
 - paving, roadways and parking areas;
 - boundary treatment;
 - stone work;
 - lighting;
 - signage; and
 - furniture.

ANNEXURE "C" - BANK GUARANTEE SPECIMEN

Date: _____

Address to: Esau Shapiro, Burman & Tinkler Inc.
PO Box 23040
Claremont, 7735

Dear Sirs,

AGREEMENT OF SALE:

_____ (full particulars of the Seller)

and

_____ (full particulars of the Purchaser)

WHEATFIELDS residential estate, Piketberg, Western Province.

1. We refer to the written agreement of sale ("The Agreement") in terms of which _____ ("The Seller") sold to _____ ("The Purchaser") proposed single residential Erf number _____ measuring +/- _____ square meters and located within the boundaries of a private residential Estate to be known as WHEATFIELDS, on Erf 3481 Piketberg, Western Province.

We hereby irrevocably undertake to pay you free of commission or bank charges at our Claremont Branch an amount of R_____

(Say: _____ Rand)

upon receipt of written advice from you in respect of registration of transfer of the Erf into the name of The Purchaser.

2. In the event of The Agreement being cancelled for whatever reason in consequence of the default or legal incapacity of The Purchaser, we hereby irrevocably undertake forthwith upon receipt of written notification of such cancellation to pay the said amount of R_____ to you to be held in trust as security for such damages as you may sustain in consequence of such default and/or cancellation of The Agreement.

3. This guarantee shall be negotiable but shall be returned to us against payment of the abovementioned amounts in terms hereof.

Yours faithfully,

For and on behalf
(FULL NAME OF THE ISSUING BANK)



ANNEXURE "D" – DEBIT ORDER AUTHORISATION IN FAVOUR OF WHEATFIELDS HOMEOWNERS' ASSOCIATION

FULL NAME OF OWNER:

HOMEOWNERS ASSOCIATION: WHEATFIELDS

ERF NUMBER/S:

BANK:

NAME OF ACCOUNT HOLDER:

BRANCH NAME;

BRANCH NUMBER:

ACCOUNT NUMBER:

TYPE OF ACCOUNT: Current / Savings / Transmission

I/we hereby request, instruct and authorise you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the outstanding amount of my/our levy account limited to R and including any authorised increased amounts in respect of the aforementioned erf on the first day of each and every month thereafter, commencing on and continuing until the termination of ownership of the aforementioned. All such withdrawals from my/our Bank account by you shall be treated as though they had been signed by me/us personally.

I/we understand that the withdrawals hereby authorised will be processed by computer through a system known as the ACB Magnetic Tape Service, and I/we also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

I/we agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me/us giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

The cancellation of this authority shall only take effect on the date of the termination of my/our ownership.

Receipt of this instruction by you shall be regarded as sufficient receipt thereof by my/our bank (whichever it is or will be) and shall be applicable to all levies due to the Homeowners Association and/or any managing agent appointed by them and/or the developers viz. LEZMIN 2224 CC.

Signed at on this day of 2007

.....
Signature as used for signing cheques PRINT NAME

.....
Assisted by (where legally necessary) CAPACITY

NOTE: Please attach a cancelled cheque hereto for bank identification purposes

ANNEXURE "E" – SCHEDULE OF PURCHASER'S DETAILS

Full Name/s: (a) _____
(b) _____

Present Address: (a) _____

(b) _____

Postal Address: (a) _____

(b) _____

Telephone No: (a) Home _____ Work _____ Cell _____ Fax _____
(b) Home _____ Work _____ Cell _____ Fax _____

E-mail Address: (a) _____
(b) _____

Birth: (a) Date _____ Place _____
(b) Date _____ Place _____

I.D. Number: (a) _____
(b) _____

Marital Status: (a) Single Married Divorced Widowed
(b) Single Married Divorced Widowed

Date of Marriage (a) _____
(b) _____

(a) ANC COP prior 1/11/84 COP post 1/11/84
(b) ANC COP prior 1/11/84 COP post 1/11/84

Spouse's Full Name: (a) _____
(b) _____

SARS Income Tax #: (a) _____
(b) _____

