

SUMMERWOOD AT PINEHURST HOME OWNERS' ASSOCIATION

CONDITIONS IMPOSED BY THE SUMMERWOOD AT PINEHURST HOME OWNERS' ASSOCIATION (HEREINAFTER REFERRED TO AS THE HOME OWNERS' ASSOCIATION) WHICH RELATE TO THE REGISTRATION OF TRANSFER OF PROPERTY IN THE SUMMERWOOD TOWNSHIP

SECTION 1 : SPECIAL CONDITIONS

1. Granting of Consent by Home Owners' Association

The Purchaser acknowledges that the written consent, referred to in Clause 22, will have to be obtained not only in respect of a transfer or other alienation of the Property by the Purchaser, but also in respect of subsequent transfers or alienations of the Property and that such written consent shall be furnished by the Home Owners' Association on a Consent Form only upon:

- (a) the owner of the Erf having complied with all the Conditions of this Agreement as they may apply to him; and
- (b) The new proposed Purchaser signing an Application for Consent Form and Annexure (obtainable from the Home Owners' Association) which form shall set out the terms and conditions upon which the Home Owners' Association shall grant the consent. It is recorded that this will *inter alia* involve the new proposed Purchaser agreeing to be bound to the Home Owners' Association under certain of the provisions of this Agreement.

SECTION 2 : SPECIAL BUILDING AND OTHER GROUPED HOUSING CONTROLS

(Note : Clause 2 applicable only in respect of properties forming part of a Grouped Housing Scheme)

2. Approved Unit of Grouped Housing Development

The Purchaser acknowledges that he is aware that the property hereby purchased is a Unit of a Grouped Housing Development as approved in terms of the Town Planning Scheme of the Local Authority concerned, and the conditions imposed by it or any other competent authority.

3. Approved Plans for Alterations, Additions or Demolitions

The Purchaser acknowledges that no alteration, addition, demolition, decoration or reconstruction to the Property, including all walls and fences, will be permitted by the Home Owners' Association or the Local Authority unless the plans thereof have been

approved by both bodies and, in the case of the Property forming part of a Grouped Housing Development, such works conform to the approved Grouped Housing Development Plan, and are in the opinion of the Home Owners' Association consistent with the architectural concept of Grouped Housing Development as a whole.

Where such approval is granted in writing by the Home Owners' Association and the Local Authority in terms of their Regulations, the Home Owners' Association shall have the further right to determine the siting of all buildings, appurtenances, fences and all garden, boundary, link and other walls.

4. No Change to Colour Scheme Design, Materials, etc.

The Purchaser acknowledges that no alteration, addition, demolition, decoration, or reconstruction to the Property, including all walls and fences, will be permitted without the prior consent of the Seller and the approval by the Local Authority and the Seller, of all building plans. Without in any way derogating from the generality of Clause 3 above, the written approval contemplated therein shall also be required for alterations, additions, demolitions, decorations or reconstructions of the following nature:

- 4.1 the erection of garden walls and fences and the heightening of precast walls,
- 4.2 any change in the external colour scheme and materials used on the Property, including when affecting any repairs or maintenance,
- 4.3 the erection of flat roof structures, carports, shades, pergolas or any structure housing animals or birds,
- 4.4 the erection of wendy houses, gazebos, lapas or braais, whether prefabricated or built *in-situ*, and
- 4.5 the change in the design, architectural treatment, materials and finishes used in any alteration, addition, decoration or reconstruction.

5. Approval of Building Plans

The plans, elevations and specifications of all buildings must be lodged with and approved by the Home Owners' Association and the Local Authority before any building operations commence. No alterations to the approved plans, elevations and specifications shall be made without the written consent of the Home Owners' Association and the Local Authority first being had and obtained.

6. Approval of Plans for Walls and Fences

Plans for all fences and/or walls to be erected anywhere on the Property by the Purchaser must be submitted to and approved of in writing by the Home Owners' Association and the Local Authority before the Purchaser may commence with the erection thereof. The design, height, location, materials used and general appearance of the said fences and/or walls must be in accordance with the Home Owners' Association's Regulations for Walls and Fences in the Summerwood development in which the property is situated.

7. Screening of Wash Lines and Refuse Containers

The Home Owners' Association requires and the Purchaser agrees that he will screen

all externally located wash lines, entrances to all outside toilets, refuse and waste containers or any unsightly object by means of walls to the satisfaction of the Home Owners' Association so as to ensure that they are not visible from a street or a public place.

8. Access to Property by Other Owners and Third Parties

8.1 The Purchaser acknowledges that he is obliged to permit persons onto the Property at all reasonable times for the purposes of undertaking approved building work including walls and fences as well as alterations and additions to existing buildings on any adjoining property and for the purposes of undertaking all reasonably required maintenance or repair work thereto and shall not do anything which will prevent or hinder such access or work from being done.

8.2 The Purchaser acknowledges that he is obliged to allow electricity, telephone and television cables, wires and/or poles, water, stormwater, sewerage and drainage pipes and/or channels to be conveyed across his Property from any other property if deemed necessary by the Home Owners' Association. Where such installations and/or work are undertaken by the owner of any other property:

- (i) the Purchaser shall at all times grant the owner the right of access to his property for the purpose of constructing, altering and removing, inspecting and/or maintaining such installations or works;
and
- (ii) any damage caused as a result of installations and/or work undertaken in terms of this Clause 8.1 shall be made good by the owner who undertook such installations or work.

9. Supervising Architect

When an architect is employed by the Home Owners' Association to certify any matter arising in connection with any of the provisions of this Agreement, the Purchaser or his successors-in-title for the time being shall pay the charges of the architect.

10. Purchaser to Insure and Reconstruct

The Purchaser undertakes to adequately insure the dwelling and other structures on the Property (and, if requested to furnish proof of such insurance to the Home Owners' Association) and in the event that such dwelling or any such structure is damaged or destroyed by fire, storm or any other cause, further undertakes, unless otherwise agreed by the Home Owners' Association, within a reasonable period to make good such damage or reconstruct the destroyed structure in accordance with the original approved plans and all the provisions thereof.

11. Breach of Special Building Conditions

In the event of the Purchaser not complying with the provisions of Section 2 of this Agreement and neglecting within 30 (thirty) days of written notice given by the Home Owners' Association to effect any alteration, decoration, repair or reconstruction necessary to so comply, the Home Owners' Association shall be entitled through its workmen, agents or contractors to enter upon the Property and to effect such alteration, decoration, repair or reconstruction, and all expenses and legal costs in this

regard shall be for the account of and be recoverable from the Purchaser on the scale as between attorney and own client.

The foregoing shall be without prejudice to the rights and/or remedies at Common Law of the Home Owners' Association who shall also be entitled to apply for an interdict and/or order for specific performance forthwith on the occurrence of any breach as contemplated above.

SECTION 3 : GENERAL CONDITIONS

12. Residential Purposes only

The Property hereby sold shall be used by the Purchaser for residential purposes only and only to house a single family.

13. Restriction on Acquisition

No person or his spouse shall in any way (whether by purchase or otherwise) acquire or become a registered owner of more than one Erf in the development of which the Property forms a part, without the written consent of the Home Owners' Association. In this Clause the word person shall be taken to include such person's spouse and the word Erf shall be taken to include a portion thereof and/or an undivided share therein.

14. Restriction on Subdivision

The Property shall not be subdivided without the prior written consent of the Home Owners' Association.

15. Development of RFD Areas

The Purchaser acknowledges that he is aware that all Erven designated Reserved and/or Reserved for Future Development and/or marked "RFD" on plans of the township exhibited to him, may be developed by the Home Owners' Association or its successors-in-title for any purpose, e.g. shops, offices, flats, cinemas, hotels, halls, churches, grouped houses, maisonettes, duplexes, etc. as approved by competent authorities having jurisdiction.

16. Assignment of Rights

The Home Owners' Association shall be entitled to assign any or all of its rights in terms hereof.

17. Margin Notes

The margin notes in this Agreement of Sale are for reference purposes only and shall not govern the interpretation thereof.

18. Keeping and/or Housing Pigeons

No structure to house any animals, birds, poultry (whether as pets or otherwise) may be erected on the Property without the prior written consent of the Home Owners' Association.

19. Protection of Trees and Maintenance of Gardens

All existing trees on the Erf within 1,5 metres of any boundary must be carefully preserved and none shall be removed without the prior written consent of the Home Owners' Association and private gardens shall be maintained in a neat and tidy state.

20. Maintenance of Property

The Purchaser shall maintain the property together with all buildings, outbuildings, walls, fences, garden gates and any other structures in good condition and in a neat and tidy state. On breach of this Clause 20 the provisions of Clause 21 shall apply.

21. Breach of General Conditions

If any Purchaser, tenant or occupier of the said Property by act or omission commits a breach of this Section 3 of this agreement, the Home Owners' Association may give the Purchaser written notice to make good such breach within a time specified in such notice and upon his failure to do so, the Home Owners' Association or any authorised person/s may enter upon the Property to take the necessary action and may recover the cost (including legal costs on the scale as between attorney and own client) from any person/s served with such notice. The foregoing shall be without prejudice to the rights and/or remedies of the Home Owners' Association at Common Law and the Home Owners' Association shall be entitled to apply for an interdict and/or for specific performance forthwith on the occurrence of any breach as contemplated above.

22. Conditions of Title

The Purchaser acknowledges that the Property is subject to conditions contained in its Title Deed, including conditions imposed for the benefit of the Home Owners' Association and/or its successors-in-title, namely:

22.1 the Erf shall not be sold or alienated in any way nor shall any transfer thereof be registered without the written consent of the Home Owners' Association,

22.2 the Erf shall not be used for any purposes other than for residential purposes,

22.3 no outdoor radio or television aerial shall be erected or installed on the Erf without the written consent of the Home Owners' Association,

22.4 the owner of the Erf shall not display any advertisement or sign thereon nor do or suffer to be done on the same, anything which in the opinion of the Home Owners' Association is noisome, injurious, objectionable or detrimental, or public or a private nuisance or a source of damage, or disturbance to any other owner, tenant or occupier of Erven in the township in which the Erf is situated,

22.5 the owner of this Erf shall not permit any commercial-type vehicle, caravan, trailer or any derelict vehicle to be parked thereon without the prior written consent of the Home Owners' Association, which consent will not be unreasonably withheld if in the opinion of the Home Owners' Association, both

- the condition and location of such vehicle are aesthetically acceptable and will neither cause nuisance nor detract from the neighbourhood,
- 22.6 the owner shall maintain the verge between the roadway and his Erf boundary in a neat and tidy state, and
- 22.7 the owner of this Erf may not carry on the business of a home industry or any business enterprise or allow same to be carried on the Erf without the prior written consent of the Home Owners' Association, which consent shall not be unreasonably withheld, provided that the owner of this Erf shall have provided written proof to the Home Owners' Association that the owners of the neighbouring properties in the Grouped Housing Scheme consent to such home industry.

23. Home Owners' Association

The Purchaser acknowledges that the Property is subject to conditions of establishment imposed by the City of Cape Town in terms of the Land Use Planning Ordinance 15/1985, namely:

- 23.1 the owner of this Erf shall not be entitled to sell or alienate the Erf without the prior consent in writing of the Home Owners' Association, which consent shall not be unreasonably withheld, and
- 23.2 the owner of this Erf shall be obliged to become and remain a Member of the Home Owners' Association, established in terms of Section 29 of the Land Use Planning Ordinance 15/1985 and be subject to its constitution as amended from time to time. The Purchaser shall not be entitled to resign from such Home Owners' Association while being the owner of the Property and shall be obliged to pay the stipulated levies to the Association as determined in its constitution.

A copy of the constitution of the Home Owners' Association is provided as an Annexure hereto.

24. (Applicable only to Properties Bordering on Electrical Security Fence)

The Purchaser confirms that he has been advised of the electrical security fence installed on a portion of the boundary wall of the development and controlled by the Home Owners' Association. In this regard:

- 24.1 a security and services servitude of 1.0 metre wide with right of access at all times will be registered parallel to and along the entire outside boundary of the Erf (i.e. bordering on the electrical security fence) in favour of the Home Owners' Association. No plants or objects that may touch or interfere with the electrical perimeter fence may intrude into the said servitude area,
- 24.2 the Purchaser shall at all times be obliged to ensure that no animals, plants or other objects on the Property will come into close proximity of the electrical wires so as to interfere with its operation or as to cause false alarms or prejudice the perimeter security,
- 24.3 in the event of repeated problems or false alarms occurring from or about the Property of the Purchaser despite written notice thereto, the Home Owners' Association or its contractors shall be entitled, and are hereby authorised, to enter upon the Property and at the cost of the Purchaser to do or cause to be

- done whatever may be reasonably required to eliminate the problem and to secure the perimeter security fence for the benefit and safety of its Members,
- 24.4 the Purchaser acknowledges and confirms that the electrical security fence is for the benefit of the Home Owners' Association and its Members and that he therefore accepts the risks and obligations associated with such an installation,
- 24.5 in particular the Purchaser is aware that the electrical security fence, although conforming to safety standards and regulations, is intended to discourage intruders and criminals from entering the area and may therefore cause electrical shock and confusion to any person (including children) who touches the fence or comes in close proximity thereto. The Purchaser hereby indemnifies and sets free the Home Owners' Association and its officials, contractors and employees against whatsoever nature arising from unauthorised contact with the fence from or about the Property, and
- 24.6 the Purchaser acknowledges and confirms that although the fence is intended to increase security within the perimeter of the fenced area, it does not serve as any guarantee or security that intrusion into, or crime within, the fenced area will not occur and that internal security on the Property remains the responsibility of the Purchaser in the first instance. The Purchaser further acknowledges that it is unavoidable that the electrical power to, and/or physical integrity of, the fence may from time to time be breached in order to effect maintenance or repairs or as a result of nature or other unforeseen events outside the control of the Home Owners' Association.

25. Cession of Rights

Garden Cities reserved its rights in its entire discretion and at any time to cancel or relinquish any or all its rights reserved in terms hereof, or to cede such rights to the Home Owners' Association and/or the Local Authority concerned. It was the stated intention of Garden Cities to cede its rights and obligations in terms hereof when in its entire discretion the township has been sufficiently developed and the Home Owners' Association will be capable of managing the township independently as is currently the case.

26. Absentee Owner

In the event of the Purchaser at any time not personally occupying the Property as a personal residence but allowing any other party to occupy the Property as tenant or otherwise, the *domicilium* address of the Purchaser shall revert to the first address as stipulated in Clause 9 above. The Purchaser shall furthermore for all purposes remain liable to the Home Owners' Association in whose area the Property may be situated, for the conduct of such tenant or occupant/s of the Property as if such tenant or occupant were the Purchaser.