

**CONSENT TO RESALE OF PROPERTIES ADJACENT TO THE
THATCHFIELD GOLF COURSE AND GOLF DRIVING RANGE**

APPLICATION

The SELLER and PURCHASER who require a Consent to Sale from Thatchfield Home Owners Association (an Association incorporated under Section 21 of the Companies Act 1973) under Number 2002/029403/08 provide the following information:

In respect of it's acquisition of:

A unit consisting of-

- a) Section _____ as shown and more fully described on Sectional Plan No. SS _____ in the scheme know as _____ in respect of the land and building or buildings situate at Erf _____ The Reeds Extension _____ Township, CITY OF TSHWANE METROPOLITAN MUNICIPALITY Local Authority; of which section the floor area, according tot the said sectional plan is _____ (in words) square metres in extent:
- b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

OR

In respect of its acquisition of:

ERF _____ SITUATE IN THE REEDS EXTENSION _____, REGISTRATION DIVISION J.R, PROVINCE OF GAUTENG MEASURING; _____ m² (IN WORDS)

SELLER: _____

PURCHASER:

DETAILS OF PURCHASER

FULL NAMES _____

IF CO/CC/TRUST, REPRESENTED BY _____

ID NO _____ DATE OF BIRTH _____

MARITAL STATUS _____ HOW MARRIED: IN/OUT OF COMMUNITY OF PROPERTY/SINGLE

LANGUAGE _____

STREET ADDRESS _____

POSTAL ADDRESS _____

TELEPHONE AND CELL NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

WILL THE PROPERTY BE OCCUPEID BY OWNER: YES/NO

TRANSFERRING ATTORNEY:

REF: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

The purchaser in signing this Application acknowledges that he is aware of the following conditions which were created in the Deed of Sale from the original Developer, Midrand Real Estate Proprietary Limited, to the first purchaser namely:

(EXTRACT FROM ORIGINAL DEED OF SALE – NUMBERING REFERS TO CLAUSE NUMBERS IN ORIGINAL AGREEMENT)

“

4. GOLF COURSE ACKNOWLEDGEMENTS AND TITLE CONDITIONS

4.1 The PURCHASER acknowledges that he is aware that the erf hereby purchased is situated in close proximity to the Thatchfield golf course and golf driving range situated on erven 5059 and 5060 in the proposed township of The Reeds Extension 38 as indicated on Annexure ‘H’ hereto, which erven will be zoned “Special” and “Private Open Space” respectively and will be used for the following purposes:

As a golf course, golf driving range with flood lights, place of instruction, club, restaurants, golf related retail, management offices and equipment workshops, fitness and beauty centre and any related ancillary facilities.

In all instances it is envisaged by the SELLER that they and/or the owners acquiring the said golf course properties will apply for the necessary land use rights and licences in order to enable them to conduct the contemplated uses set out above.

Inter alia the purchaser acknowledges that he is aware that liquor licences may be applied for and agrees that signature of this Offer to Purchase shall be construed as a consent to any application for the necessary licences and/or land use applications on the said erven. The PURCHASER acknowledges that he is fully acquainted with the layout of the golf course and the position of the proposed buildings.

- 4.2 The PURCHASER furthermore acknowledges that portions of the golf course and driving range will be floodlit at night and he hereby undertakes not to object against the erection and operation of such floodlights.
- 4.3 The PURCHASER furthermore acknowledges that the act of golfers hitting balls will generate a certain amount of noise and he hereby undertakes not to object to such noise.
- 4.4 The PURCHASER furthermore acknowledges that stray golf balls emanating from the golf course may enter his property from time to time and consequently as a precaution all windows and sliding doors facing the golf course must be fitted with safety glass when the property is developed.
- 4.5 The PURCHASER furthermore acknowledges that none of the erven in the development will have direct access to the golf course.
- 4.6 The PURCHASER furthermore acknowledges that the golf course is currently owned by the SELLER who intends to run it as a business and that the facility will be open to the general public.

- 4.7 The PURCHASERS of all erven fronting directly onto the golf course must adhere to a 5 meter building line along the common boundary of their erf with the golf course, notwithstanding the fact that a lesser building line might apply along such boundary in terms of the approved town planning scheme and conditions of establishment. This 5 meter building line shall be enforceable by the Thatchfield Home Owners Association.

In order to enable the SELLER to ensure that the conditions set out in this Clause 4 are adhered to by all future purchasers, the PURCHASER hereby agrees to the incorporation of the following conditions in the Deed of Transfer to be registered in his name in respect of the property, which conditions shall be enforceable by the SELLER or its successors in title.

- a) The property shall not be alienated without the prior written consent of the SELLER first being had and obtained.
 - b) No building or fencing may be erected on the property without the prior written consent of the SELLER first being had and obtained.
- 6.3 The SELLER records that the SELLER will in respect of the Erf provide two electrical power and water connection points which will enable the PURCHASER to erect two dwelling units on the Erf subject to the PURCHASER at his own expense obtaining the approval of the local authority and/or any other competent authority to the erection of two dwelling units on the Erf. The SELLER does not warrant that the aforementioned approval will be granted. The PURCHASER by signature of the Offer and Acceptance form undertakes not to object to any application made by owners or prospective owners, for the erection of two dwelling units on erven in the Development.

7. ACKNOWLEDGEMENT

The PURCHASER acknowledges that he is aware that the erf is an erf in a security township which will have one access as indicated on Annexure "C" to the Offer and Acceptance Agreement and that the entire township will be fenced with perimeter fencing and/or walling, the nature of which shall be in accordance with the plans and specifications set out in Annexure "F" hereto. The PURCHASER is furthermore aware that the maintenance of the perimeter fencing and/or walling, will be controlled by the Home Owners Association mentioned and more fully explained in paragraph 10 hereof, but by signature hereof, the PURCHASER undertakes in no way to damage or interfere with the perimeter fencing and/or walling should it be situate on the Erf.

The PURCHASER furthermore acknowledges that he is aware that the parent property of which the erf forms a portion, is to be developed into several townships. Each township will have its own security arrangement, which will be controlled by the Home Owners Association but that one Home Owners Association will control all townships on the Parent Property.

The PURCHASER furthermore acknowledges that he is aware that certain of the erven in the township will on transfer be made subject to a servitude in favour of the Local Authority as reflected on the Layout Plan of the township (Annexure "D" to the Offer and Acceptance Form), and that certain erven reflected on the Layout Plan will be transferred to THATCHFIELD HOME OWNERS ASSOCIATION for purposes of access control.

The PURCHASER acknowledges that he has been appraised of the contents of the Geological Study prepared by Africon Consulting Engineers and is aware of the classification of the erf and the recommendations relative to foundation design on the erf.

10. HOME OWNERS ASSOCIATION

The PURCHASER acknowledges that he is aware that the SELLER has established a Home Owners Association with a view to

- (a) Ensuring the character and quality of the townships to be proclaimed on the parent property;
- (b) controlling the architectural and aesthetic development of the buildings and their surrounds in the townships;
- (c) controlling the recreation areas forming portion of the parent property specifically set aside for the exclusive use of residents;
- (d) providing satisfactory security to each township and to the parent property as a whole; and
- (e) generally making such rules and regulations as may be necessary for the peace and tranquillity of the townships to be proclaimed on the parent property.

Every owner of an erf in the townships or any sub-division thereof or any interest therein or any unit thereon (as defined in the Sectional Titles Act 95/1986) shall upon registration of transfer automatically become a member of the Home Owners Association. The signature of this Deed of Sale shall be deemed as an application by the PURCHASER for membership of the Home Owners Association, which application shall be deemed to be accepted on signature of this Deed of Sale by the SELLER and membership shall commence on the date of registration of transfer of the erf into the PURCHASER'S name. Arising from signature hereof thus –

10.1 The PURCHASER shall –

- 10.1.1 On registration of transfer of the into his name, become and whilst he is the registered owner of the erf, remain a member of THATCHFIELD HOME OWNERS ASSOCIATION, Registration Number 2002/029403/08 (an Association incorporated under Section 21 of the Companies Act of 1973 (the COMPANY)).
 - 10.1.2 Conform to and comply with the Memorandum and Articles of Association of the COMPANY.
 - 10.1.3 Conform to and comply with the Estate Rules, architectural and aesthetic guidelines and any Rules formulated from time to time by the Directors of the COMPANY in accordance with the powers vested in them in the said Articles of Association.
 - 10.1.4 Whilst a member of the COMPANY and with effect from the date of registration of the property into his name, pay all fees, levies and/or special levies raised and charged by the COMPANY against the members of the COMPANY, which said fees the SELLER envisages will initially be approximately R150.00 (ONE HUNDRED AND FIFTY RAND) per month per dwelling unit within the township.
 - 10.1.5 Not sell the erf to any person unless he incorporates a provision in his Agreement of Sale that such purchaser of the erf acknowledges that he is aware of the COMPANY and Members Agreement (Members Agreement means the Agreement entered into between the members of the COMPANY and the SELLER, a copy of which Agreement is attached hereto marked SCHEDULE 1) and that such purchaser shall be obliged on receiving transfer of the erf, to become a member of the said COMPANY and be subject to all obligations of such membership and the terms and conditions of the Membership Agreement.
- 10.2 The PURCHASER shall not sell the erf to any person who has not bound himself to become a member of the COMPANY and declared himself to be bound by the terms and conditions of the Member's Agreement, with effect from the date of registration of the erf into that person's name, nor shall the PURCHASER be entitled to transfer the erf unless and until he receives from the COMPANY a Certificate stating that all amounts owing by the PURCHASER to the COMPANY, have been paid and that the new purchaser has bound himself for future payments.
- 10.3 It is recorded that the Articles of Association of the COMPANY are available for inspection during office hours at the offices of SAVAGE, JOOSTE & ADAMS INCORPORATED, 141 BOSHOFF STREET, NIEUW MUCKLENEUK, PRETORIA.
- 10.4 The PURCHASER acknowledges that while the erf is purchased and sold as an erf in a SECURE TOWNSHIP, the SELLER does not warrant or guarantee the security of the PURCHASER or his premises. The PURCHASER furthermore acknowledges that he is aware that he is required to obtain the COMPANY'S approval of all fencing and walling on the erf so as to ensure that no precast fencing is utilised.
- 10.5 The PURCHASER acknowledges that the entrance to the township of which the erf forms a portion, will be controlled by a security boom and undertakes to comply with the rules from time to time made by the COMPANY relative to access to the township of which the erf forms a portion.
- 10.6 In order to enable the COMPANY to monitor the township developments on the PARENT PROPERTY, to ensure the high standard of development, to protect the security arrangements and to ensure that levies are paid, the PURCHASER hereby agrees that the following clauses shall be incorporated into the PURCHASER'S title deed, which said clauses shall be repeated in subsequent transfers.
- 10.6.1 Every owner of the erf or any sub-division thereof or any interest therein or any unit thereon (as defined in the Sections Titles Act 95/1986) shall upon registration of transfer automatically become a member of the THATCHFIELD HOME OWNERS ASSOCIATION (an Association

incorporated under Section 21 of the Companies Act of 1973) (the COMPANY) and shall be bound by the provisions of the Articles of Association until he ceases to be an owner. Neither the erf nor any sub-division thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of the said COMPANY to become a member thereof.

10.6.2 The transferee shall not be entitled to transfer the erf or any sub-division thereof or any interest therein or any unit thereon without a clearance certificate from the COMPANY to the effect that the provisions of the Articles of Association of the COMPANY have been complied with, that the new PURCHASER has bound himself to become a member of the COMPANY and that all amounts owing by the transferee to the COMPANY have been paid.”

Application is hereby made by the SELLER and the PURCHASER for the necessary consent to the sale of the above property or to a portion or section thereof to the PURCHASER. The PURCHASER acknowledges that, by signature hereof he is bound by the above conditions.

SIGNED at _____ on the ____ day of _____

SELLER

SIGNED at _____ on the ____ day of _____

PURCHASER

**HUISEIENAARSVERENIGING / HOMEOWNERS ASSOCIATION NPC
(REG NO. 2002/029403/08)**

POSBUS / P O BOX 12406, CLUBVIEW, 0014
TEL: 012 644 1010 FAKS/FAX: 012 644 1007

P/A JM VENTER EIENDOMSDIENSTE BK C/O JM VENTER PROPERTY SERVICES CC
KAMER /SUITE 1F SELBORNESENTRUM / SELBORNE CENTRE
H/V, C/O SELBORNE & CANTONMENTSTRAAT / STREET, LYTTTELTON

PLEASE INITIAL ALL PAGES

SCHEDULE 1

MEMBERS AGREEMENT

between

THATCHFIELD HOME OWNERS ASSOCIATION

(an Association incorporated under Section 21
of the Companies Act of 1973)

and

MIDRAND REAL ESTATE (PROPRIETARY) LIMITED

NO 1981/007253/07

and

MEMBERS

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

The following expressions shall bear the meanings assigned to them below :

- 1.1 "Company" means THATCHFIELD HOME OWNERS ASSOCIATION (an Association incorporated under Section 21);
- 1.2 "Members" means Members 1 to 6;
- 1.3 "Midrand Real Estate" means MIDRAND REAL ESTATE (PROPRIETARY) LIMITED NO 1981/007253/07;
- 1.4 "Thatchfield Development" means the property development undertaken by MIDRAND REAL ESTATE on the following two portions of the farm BRAKFRONTEIN 399, Registration Division J.R., Province of Gauteng, namely:
 - 1.4.1 PORTION 99 OF THE SAID FARM
MEASURING 47,0030 (FORTY SEVEN comma NOUGHT NOUGHT THREE NOUGHT) HECTARES, AS
DEPICTED ON DIAGRAM S.G. NO 710/2002; and
 - 1.4.2 PORTION 100 OF THE SAID FARM
MEASURING 61,5360 (SIXTY ONE comma FIVE THREE SIX NOUGHT) HECTARES, AS DEPICTED ON
DIAGRAM S.G. NO 711/2002.

2. RECITALS

- 2.1 Midrand Real Estate and the members have agreed to form the Company for purposes of providing for the co-ordinated and harmonious development of the Thatchfield Development in such a way as will most effectively promote the amenity, security and best interest of all the owners of erven in the said development;
- 2.2 The parties hereto wish to record in writing the terms and conditions applicable to their Relationship as members of the Company;

DIREKTEURE/DIRECTORS: C LLOYD'S ELLIS; S MALULEKA; S XULU; JJ JANSSEN VAN VUUREN;
TO MALULEKE; RSM MAKUMBE; JJ LOURENS; C HOMAN

LID / MEMBER : JM VENTER

- 2.3 The parties hereto record that they are aware that the Articles of Association of Thatchfield Home Owners Association will require the Company to:
- 2.3.1 make provision for the maintenance and replacement from time to time of the perimeter fencing and/or walling around the Thatchfield Development;
 - 2.3.2 ensure that each township created on the Thatchfield Development will have suitable access control;
 - 2.3.3 monitor all building plans for houses and outbuildings to be erected on the erven and to prescribe architectural and aesthetic guidelines therefore;
 - 2.3.4 formulate rules for the control of the townships and to promote and protect the common interests of the residents
 - 2.3.5 develop all pavements within the Thatchfield Development and see to the maintenance thereof;
 - 2.3.6 ensure that one nominee from each township serves on the Board of Directors of the Thatchfield Home Owners Association;
 - 2.3.7 determine the standard of fencing to be utilised within the development and to ensure that pre-cast fencing is not utilised;
 - 2.3.8 levy owners of erven within the Thatchfield Development in order to meet the expenditure required to fulfil the above functions. In this regard levies are to be paid by each dwelling unit should any erf be sub-divided or form the subject matter of a sectional title development;
 - 2.3.9 on transfer from the first and later purchasers to issue a Certificate to the effect that the seller has paid all levies due to the THATCHFIELD HOME OWNERS ASSOCIATION, and that the new purchaser has bound himself to become a member of the COMPANY;
 - 2.3.10 to incorporate adjacent and contiguous areas developed by MIDRAND REAL ESTATE into the ambit of the COMPANY.

3. **MATTERS WHICH REQUIRE APPROVAL OF MIDRAND REAL ESTATE**

Notwithstanding anything to the contrary contained in the Memorandum and Articles of Association of the Company, no resolutions will be passed in regard to the undermentioned matters unless Midrand Real Estate has voted in favour of such resolutions:

- 3.1 any amendments to the Company's Memorandum and Articles of Association;
- 3.2 any resolution requiring or proposing the dissolution of the Company;
- 3.3 any disposal of the business or assets of the Company;
- 3.4 the issuing of guarantees of suretyships or letters of comfort (or the like) of any nature whatsoever;
- 3.5 the pledging, mortgaging, hypothecating or encumbering of any of the assets of the Company in any manner whatsoever;
- 3.6 the appointment of the auditors;
- 3.7 any matter relating to the financing of the Company;
- 3.8 any capital expansion of any nature whatsoever;
- 3.9 the payment of remuneration or fees to directors;
- 3.10 the dismissal of any director or senior manager;
- 3.11 the purchase of any immovable property by the Company;
- 3.12 the increase or variation of levies payable by the members.

“ _____ ”