

JURISTIC PERSONS

MOUNT EDGECOMBE COUNTRY CLUB ESTATE II: ANNEXURE TO SALE AGREEMENT

- 1 This Annexure “ZZ” and Annexure “CC” are annexed to the original contract and should any provisions of the original contract be in conflict with the conditions contained in Annexure “ZZ” or Annexure “CC” then the terms of Annexure “ZZ” and Annexure “CC” shall prevail.
- 2 For the purposes of this annexure, the purchaser of:
 - 2.1 Shares in a company; or
 - 2.2 Members interest in a close corporation; or
 - 2.3 Interest in a trustshall be defined as the TRANSFEREE.
- 3 This transaction is subject to and conditional upon the ASSOCIATION agreeing to the transaction as contemplated in this annexure.
- 4 The TRANSFEREE accepts that the juristic entity is liable for payment of those items and amounts payable in terms of the Memorandum of Incorporation of the ASSOCIATION.
- 5 The juristic entity shall have no right to reclaim from the ASSOCIATION any amount paid to the ASSOCIATION by way of a monthly levy, special levy or contribution to the Levy Stabilisation fund.
- 6 The TRANSFEREE acknowledges that the directors of the ASSOCIATION shall be entitled at all times to lay down rules in regard to:
 - 6.1 the preservation of the natural environment,
 - 6.2 vegetation and flora and fauna in the ESTATE,
 - 6.3 the use and allocation of private parking areas for owners of immovable property in the ESTATE and guests,
 - 6.4 the right to keep any animal, reptile or bird,
 - 6.5 the use of recreation and entertainment areas and amenities and facilities and the right to make a reasonable charge for such use,
 - 6.6 the use and control of business premises in the ESTATE,
 - 6.7 the placing of movable objects upon or outside the buildings included in the ESTATE, including the power to remove any such objects,
 - 6.8 the storing of flammable and other harmful substances
 - 6.9 the conduct of any persons within the ESTATE and the prevention of nuisance of any nature to any owner of immovable property in the ESTATE,
 - 6.10 the use of land within the ESTATE,
 - 6.11 the use of the residential houses/apartments and accompanying garages, carports and parking bays (as the case may be) erected upon the ESTATE by co-owners where such are owned in undivided shares by more than one person,
 - 6.12 the use of roads, pathways and open spaces

- 6.13 the imposition of fines and other penalties to be paid by members of the ASSOCIATION, and
- 6.14 generally in regard to any other matter which the Directors of the ASSOCIATION from time to time considers appropriate,
- and the TRANSFEREE undertakes and shall be obliged to abide by such rules and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the ESTATE by virtue of his/her/its rights thereto, do likewise.
- 7 The TRANSFEREE undertakes that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION first being had and obtained.
- 8 If the TRANSFEREE wishes to dispose of the PROPERTY, or any share therein or any subdivision thereof or any sectional title unit erected thereon he/she/it shall, to the extent that he/she/it requires the services of an estate agent in regard to such disposal, be obliged to do so through the ASSOCIATION'S nominee. The ASSOCIATION undertakes to procure that the fee and charges payable to its nominee shall not exceed that chargeable under the appropriate estate agent's tariff. Notwithstanding the foregoing the ASSOCIATION warrants that its nominee will advise any other estate agents whose names are supplied to it by the TRANSFEREE that the TRANSFEREE'S property is for sale on the basis that those agents will refer any prospective purchaser to the ASSOCIATION'S nominee who will conclude the sale with such purchaser on the basis of sharing the commission with the referring agent.
- 9 The TRANSFEREE further acknowledges that as they are an artificial entity, such as a close corporation, company or trust, and in the event of the member, shareholder, trustee or beneficiary wishing to dispose of the member's interest, shares or beneficial interest to the extent that such party requires the services of an estate agent in regard to such disposal, it shall be obliged to do so through the ASSOCIATION'S nominee. The ASSOCIATION undertakes to procure that the fee and charges payable to its nominee shall not exceed that chargeable under the appropriate estate agent's tariff. Notwithstanding the foregoing, the ASSOCIATION warrants that its nominee will advise any other estate agent whose names are supplied by the parties that the members interest/shares/beneficial interest (as the case may be) in the property owner is for sale on the basis that those agents will refer any prospective purchaser to the ASSOCIATION or its nominee who will conclude the sale on the basis of sharing the commission with the referring agent.
- 10 The TRANSFEREE acknowledges that in the event of the property owner disposing of the PROPERTY or in the event of the property owner being an artificial entity, such as a close corporation, company or trust and the member's interest, shares or beneficial interest (as the case may be), being disposed, of privately, (i.e. without the assistance of an estate agent), then in that event, the TRANSFEREE acknowledges that he/she/it shall be responsible for payment of a Departure Levy charged by the ASSOCIATION or its nominee in consideration for attending to the formalities of the ASSOCIATION in this regard. The aforesaid Departure Levy charged by the ASSOCIATION or its nominee shall be in the sole discretion of the ASSOCIATION (as the case may be).
- 11 When selling the PROPERTY, the parties shall utilise such documentation (including the standard Sale Agreement), prescribed by the ASSOCIATION.
- 12 The TRANSFEREE shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a suspensive condition of such sale or other transfer that:
- 12.1 the new Purchaser, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION;
- 12.2 in the event of the new Purchaser being an artificial person, its nominee(s), being accepted as Residential Member(s) of the Mt. Edgecombe Country Club;



MOUNT EDGECOMBE
COUNTRY CLUB ESTATE

**13 MEMBERSHIP OF MOUNT EDGECOMBE COUNTRY CLUB ESTATE MANAGEMENT ASSOCIATION
II**

The TRANSFEREE shall be obliged to become a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION'S Memorandum of Incorporation and undertakes that he/she/it and all persons deriving use of the ESTATE or any part thereof through him/her/it will, from the DATE OF POSSESSION, duly comply with all the obligations imposed upon members under the ASSOCIATION'S Memorandum of Incorporation including the obligation to pay a monthly levy to the ASSOCIATION, the amount of which is to be determined, from time to time, by the directors of the ASSOCIATION, and the obligation to contribute to the Levy Stabilisation Fund established by the ASSOCIATION. (The above is intended merely as a general description of the rights and obligations of a member of the ASSOCIATION, the details of which are more fully dealt with in the Memorandum of Incorporation of the ASSOCIATION. If there is any conflict with what is set out above and what is contained in the Memorandum of Incorporation, the latter shall prevail and the TRANSFEREE shall have no claim against the SELLER arising out of such conflict).

14 The TRANSFEREE undertakes to complete the attached Nomination Form and to submit it to the ASSOCIATION for its approval.

15 The Special conditions set out in Annexure "CC" hereto shall form part of the CONTRACT and shall be binding on the parties.



MOUNT EDGECOMBE
COUNTRY CLUB ESTATE

Mount Edgecombe Country Club Estate Management Association Two (RF) (NPC)

NOMINATION OF MEMBER

The above person is our/the Nominated Member in terms of the Memorandum of Incorporation, and will remain the Nominated Member until further written notice is given. We further confirm that if a portion of the property is sold or if interest in the above-named juristic person is sold then the Nominated Member must resign and a new Member must be nominated, or the existing Nominated Member may be re-nominated if appropriate.

NAME	ID. NUMBER	SIGNATURE

Joint Owners / Trustees / Beneficiaries / Members / Shareholders of Lot No. _____

Address: _____

held in the name of

All levy accounts and other correspondence should be forwarded to the following address:

Date: _____

Signature of Nominated Member