

**ANNEXURE "R2"**

**PARKSIDE UMHLANGA RIDGE (SECTIONAL TITLE UNIT)**

**1 DEFINITIONS AND INTERPRETATION**

For the purposes of this Annexure "R2", unless the context indicates to the contrary -

- 1.1 "ACT" means the Consumer Protection Act No. 68 of 2008;
- 1.2 "SITE DEVELOPMENT CONTROLS" means the ASSOCIATION'S development controls applicable to the PROPERTY, a copy of which is available for inspection at the offices of the ASSOCIATION;
- 1.3 "ASSOCIATION" means the Parkside Management Association (RF) NPC, Registration Number 2011/149153/08;
- 1.4 "BULK" means bulk as contemplated in the TOWN PLANNING SCHEME;
- 1.5 "the CONTRACT" means the contract of sale to which this document is Annexure "R2";
- 1.6 "DATE OF OCCUPATION" means the date that possession and occupation of the PROPERTY is first given to the PURCHASER;
- 1.7 "DATE OF TRANSFER" means the date of registration of transfer of the PROPERTY into the name of the PURCHASER;
- 1.8 "DESIGN REVIEW COMMITTEE" means the Design Review Committee of the ASSOCIATION as provided for and as defined in the ASSOCIATION'S Memorandum of Incorporation.
- 1.9 "DEVELOPMENT MANUAL" means the Residential Precinct Development Manual v1.0 prepared by GAAP Architects and Urban Designers dated 10 March 2006, a copy of which is available for inspection at the offices of the ASSOCIATION;
- 1.10 "ENVIRONMENTAL MANAGEMENT PLAN" means both the:
  - 1.11 Construction Environmental Management Plan drafted by Tongaat Hulett Developments (Pty) Limited and Chand dated 26 June 2007; and
  - 1.12 Operational Environmental Management Plan drafted by Tongaat Hulett Developments (Pty) Limited and Chand dated 26 June 2007;copies of which are available for inspection at the offices of the ASSOCIATION;
- 1.13 "LAND USE CATEGORY" means Residential;
- 1.14 "LOCAL AUTHORITY" means the eThekweni Municipality and its successors-in-title or assigns;
- 1.15 "PLAN" means the precinct plan covering the SCHEME, a copy of which is available for inspection at the offices of the ASSOCIATION;
- 1.16 "PROPERTY" means Section No. \_\_\_\_\_ in the SCHEME;
- 1.17 "PURCHASER" means the party designated as such on the first page of the CONTRACT;
- 1.18 "RULES" means the rules referred to in paragraph 4 hereof;
- 1.19 "SCHEME" means the sectional title scheme comprising of Portions 176 of Erf 2406 Umhlanga Rocks and Portion 44 of Erf 2406 Umhlanga Rocks, and the buildings erected or to be erected on the proposed name of which SCHEME is "RIDGE TOWN CENTRAL".

- 1.20 "THD" means Tongaat Hulett Developments (Proprietary) Limited, Registration Number 1981/012378/07 its successors in title or assigns;
- 1.21 "TOWN CENTRE" means "Town Centre" as defined in the ASSOCIATION'S Memorandum of Incorporation;
- 1.23 "TOWN PLANNING SCHEME" means the North Scheme of the eThekweni Municipality;
- 1.24 words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 1.25 clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.26 in interpreting this Annexure "R2", no provision shall be construed in a limiting fashion or in accordance with the Eiusdem Generis Rule.
- 1.27 to the extent that the provisions of the ACT are applicable to this Annexure, the provisions of this Annexure, shall be read in conjunction with the provisions of the ACT, and insofar as the provisions of this Annexure are inconsistent with the provisions of the ACT, the provisions of the ACT shall prevail.

## 2. **RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION**

- 2.1 The PURCHASER acknowledges that on the DATE OF OCCUPATION the TOWN CENTRE may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting therefrom and the PURCHASER shall have no claim whatsoever against THD or its contractors by reason of any such inconvenience.
- 2.2 From the DATE OF OCCUPATION the PURCHASER –
  - 2.2.1 shall be entitled to beneficial occupation of the PROPERTY as if he was the owner thereof, and the PROPERTY shall be used only for the purposes referred to in 1.13 hereof, subject to compliance with the RULES and memorandum of Incorporation of the ASSOCIATION.
  - 2.2.2 waives all claims against THD for any loss or damage to property or any injury to person which the PURCHASER may sustain in or about the PROPERTY, or on any other part of the TOWN CENTRE and indemnifies THD against any such claim that may be made against THD by tenants, nominees, invitees or any other persons who occupy the PROPERTY and/or go upon the TOWN CENTRE by virtue of the PURCHASER'S rights thereto, for any loss or damage to property or injury to person suffered in or about the PROPERTY, or any other part of the TOWN CENTRE howsoever such loss or damage to property or injury to person may be caused. (save for any damage to property or injury to person caused by the intentional or grossly negligent acts of THD).
- 2.3 The maximum number of persons that shall be entitled to occupy the PROPERTY shall be determined by multiplying the number of bedrooms in the PROPERTY by two.

## 3. **DEVELOPMENT CODE AND IMPROVEMENTS TO THE PROPERTY**

- 3.1 In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the TOWN CENTRE all purchasers of Lots within the TOWN CENTRE shall be required to adhere to the ENVIRONMENTAL MANAGEMENT PLAN, the SITE DEVELOPMENT CONTROLS, the TOWN PLANNING SCHEME and the architectural controls and the development manual applicable to their property as prescribed by THD. Any improvements to the PROPERTY and the SCHEME shall at all times, comply with the provisions of the ENVIRONMENTAL MANAGEMENT

PLAN, the TOWN PLANNING SCHEME, the SITE DEVELOPMENT CONTROLS and the DEVELOPMENT MANUAL.

- 3.2 Notwithstanding anything to the contrary herein or elsewhere contained, any building or other structure to be erected on the SCHEME or any alterations or extensions to be effected to any existing building or structure on the SCHEME, shall be erected strictly in accordance with building plans which have been submitted to and approved of in writing by the DESIGN REVIEW COMMITTEE and the LOCAL AUTHORITY and/or any other competent authority and no work whatsoever shall commence on the SCHEME until such time as the relevant approvals have been obtained. The decision of the DESIGN REVIEW COMMITTEE in approving or not approving such building plans shall be final and binding on the PURCHASER. It is recorded that the ASSOCIATION shall be entitled to charge a fee in respect of the submission of plans for approval to the DESIGN REVIEW COMMITTEE.
- 3.3 Notwithstanding anything contained herein or elsewhere, no building or other structure on the SCHEME shall exceed the height restriction prescribed for the SCHEME as outlined on the PLAN.
- 3.4 The PURCHASER shall not be entitled to enclose the PROPERTY by means of a fence, wall or other similar structure.
- 3.5 Vehicular access to the SCHEME shall be limited to that approved of by the ASSOCIATION.
- 3.6 All construction and related work on the SCHEME shall be carried out in such a way as to comply with the construction controls contained in the DEVELOPMENT MANUAL. The PURCHASER agrees that it shall not be entitled, nor shall it authorise any person, to commence any construction or related work on the SCHEME until such time as the deposit required in terms of the construction controls has been paid to the ASSOCIATION. The PURCHASER agrees further that the ASSOCIATION's Project Manager shall at the ASSOCIATION's cost, be entitled to oversee and enforce the implementation of the construction controls (and should any structure need to be altered or demolished and rebuilt as a consequence of it not complying with the provisions of this CONTRACT, such work shall be undertaken by the PURCHASER, entirely at the PURCHASER's cost).
- 3.7 Signage shall be permitted on the SCHEME provided same has been approved of in writing by the DESIGN REVIEW COMMITTEE and is in accordance with the DEVELOPMENT MANUAL. Should any signage be erected in contravention of this clause, by the PURCHASER or its tenant, both THD and the ASSOCIATION shall have the right, at their election, to remove such signage at the PURCHASER's cost.
- 3.8 Notwithstanding anything contained herein or elsewhere, the PROPERTY shall not be developed or utilized in any manner whatsoever save in accordance with the provisions of the ENVIRONMENTAL MANAGEMENT PLAN. In no way detracting from the generality of the aforesaid or any other provision of this CONTRACT, it is specifically recorded that the PURCHASER its contractors, sub-contractors and agents, shall at all times comply with the provisions of the ENVIRONMENTAL MANAGEMENT PLAN. In the event of the PURCHASER or any of its contractors, subcontractors or agents breaching the provisions of the ENVIRONMENTAL MANAGEMENT PLAN, then in that event, THD shall be entitled, without prejudice to any rights it may have in terms hereof or at Law, claim from the PURCHASER all damages, including any consequential damages, THD may suffer as a result of the PURCHASER's breach of the provisions of the ENVIRONMENTAL MANAGEMENT PLAN. In addition, should the PURCHASER, its contractors, employee or agent breach the provisions of the ENVIRONMENTAL MANAGEMENT PLAN, the PURCHASER shall be liable for a fine imposed by the ASSOCIATION, in the ASSOCIATION's sole and absolute discretion.
- 3.9 The PURCHASER shall ensure that the ASSOCIATION's rules and regulations (and in particular, and in no way detracting from the generality of the aforesaid, the provisions of the ENVIRONMENTAL MANAGEMENT PLAN, the TOWN PLANNING SCHEME, the ARCHITECTURAL CONTROLS and the DEVELOPMENT MANUAL) are brought to the attention of any tenant or occupier of the PROPERTY and the PURCHASER's contractor.

3.10 In no way detracting from the generality of any other provision contained herein, the PURCHASER shall not remove or relocate any protected trees or plants specified in the ENVIRONMENTAL MANAGEMENT PLAN, save in accordance with the provisions of the ENVIRONMENTAL MANAGEMENT PLAN.

#### 4. **RULES**

4.1 The PURCHASER acknowledges that, subject to the provisions of the DEVELOPMENT MANUAL, the directors of the ASSOCIATION shall be entitled at all times to lay down rules in regard to -

4.1.1 the preservation of the natural environment,

4.1.2 vegetation and flora and fauna in the TOWN CENTRE,

4.1.3 the placing of movable objects upon or outside the buildings included in the TOWN CENTRE, including the power to remove any such objects,

4.1.4 the storing of flammable and other harmful substances,

4.1.5 the conduct of any persons within the TOWN CENTRE and the prevention of nuisance of any nature to any owner of immovable property in the TOWN CENTRE,

4.1.6 the use of land within the TOWN CENTRE,

4.1.7 the use of roads, pathways and open spaces;

4.1.8 the imposition of fines and other penalties to be paid by members of the ASSOCIATION;

4.1.9 the management, administration and control of the common areas and open spaces;

4.1.10 the Design Guidelines for the erection of all buildings and other structures, including service connections to buildings;

4.1.11 the Design Guidelines for the establishment, installation and maintenance of gardens, both public and private;

4.1.12 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;

4.1.13 the use of road frontages and parking areas;

4.1.14 security and

4.1.15 generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate and the PURCHASER undertakes and shall be obliged, with effect from the DATE OF OCCUPATION, to abide by such rules as if he was the owner of the PROPERTY and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the TOWN CENTRE by virtue of the PURCHASER'S rights thereto, do likewise.

4.2 The PURCHASER shall be obliged to bring the RULES to the attention of any tenant or contractor in writing, prior to such tenant or contractor obtaining access to the PROPERTY or any portion thereof.

#### 5. **PURCHASER'S ACKNOWLEDGEMENTS**

5.1 The PURCHASER acknowledges that he is aware of the intended future development of the TOWN CENTRE by THD. Such development is intended to involve the establishment of high quality business and commercial premises and residential dwellings on various portions of the TOWN CENTRE and so

designed as to facilitate an aesthetic and harmonious blending with the environment. The PURCHASER undertakes that he will, at all times, co-operate with THD in an endeavour to facilitate the success of the said developments. Also in this respect, the PURCHASER undertakes that he shall not interfere with any such proposed development nor lodge any objection with any competent authority in respect of any such development. In particular, but without derogating from the generality of the foregoing, the PURCHASER agrees that he will not object to any application made by or on behalf of THD, its nominee or agent for special usage consent, licences for shopping, commercial or filling station rights, rezoning, removal of conditions of title under the Removal of Restrictive Conditions Act or by way of any application to Court or to any local or other competent authority in respect of any property within the TOWN CENTRE. In no way detracting from the generality of the aforesaid, the PURCHASER specifically acknowledges that owners of land surrounding the SCHEME will be erecting buildings and other structures on the surrounding land which may block or otherwise interfere with the views from the SCHEME. The PURCHASER agrees he shall have no right to object to the construction of any building or other structure on the land in the TOWN CENTRE on the basis that such building or other structure blocks or otherwise interferes with the views from the PROPERTY, nor will he have any claim for any alleged diminishment in the value of the PROPERTY arising out of any interference with the views from the PROPERTY by reason of the construction of any such building or other structure.

- 5.2 The PURCHASER acknowledges that no buildings or other structure may be erected on the SCHEME and further, no alteration or extension may be made to any existing building or other structure, save in accordance with building plans that have been approved of by the ASSOCIATION, acting through the DESIGN REVIEW COMMITTEE, and the LOCAL AUTHORITY. Furthermore the PURCHASER agrees that he will have no claim whatsoever, arising out of whatever cause, against the ASSOCIATION, any members of the DESIGN REVIEW COMMITTEE or THD for any loss suffered by reason of the DESIGN REVIEW COMMITTEE refusing to approve or delay the approval of any plans submitted by the PURCHASER save where the PURCHASER can prove male fides on the part of the DESIGN REVIEW COMMITTEE.
- 5.3 The PURCHASER 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 the transferee, in a manner acceptable to the ASSOCIATION, agrees to comply with the ASSOCIATION'S rules and regulations.
- 5.4 The PURCHASER acknowledges that :
- 5.4.1 due to the nature of the TOWN CENTRE, the various matters about which any purchaser should become aware when buying into the TOWN CENTRE, and the complexities of buying immovable property in the TOWN CENTRE, if the PURCHASER wishes to dispose of the PROPERTY, or any share therein or any subdivision thereof he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this clause;
- 5.4.2 this clause is inserted for the benefit of THD, who shall be entitled to enforce its terms by law;
- 5.4.3 any owner who acquires the PROPERTY and who thereafter wishes to dispose of the PROPERTY, shall –
- a) to extent that he requires the services of an estate agent, do so exclusively through an estate agent appointed by THD, and
  - b) whether or not he utilises the services of an estate agent, include a clause in any document pursuant by which he disposes of the PROPERTY on the same terms precisely as this clause so that THD shall always have the right to appoint the estate agent when the PROPERTY is sold or otherwise disposed of.
- 5.5 The PURCHASER further acknowledges that in the event of the PURCHASER being an artificial person, such as a close corporation, company or trust, and in the event of the member, director, shareholder, trustee or beneficiary of the PURCHASER (as the case may be) wishing to dispose of the

member's interest, shares or beneficial interest in the PURCHASER (as the case may be) the PURCHASER shall procure that such party shall, to the extent that such party requires the services of an estate agent in regard to such disposal, complies with the provisions of paragraph 5.4 hereof shall apply, *mutatis mutandis*.

- 5.6 In the event of a breach of this clause 5, THD shall be entitled in its absolute discretion to refuse its written approval as required to the sale and transfer of the PROPERTY until the provisions of this clause 5 are complied with and no party to this CONTRACT shall have any claim for damages arising out of THD'S refusal to give such written approval.
- 5.7 In order to protect THD'S rights in this regard, the PROPERTY shall be transferred to the PURCHASER, subject to a condition in the Title Deeds to the PROPERTY to the effect that the PROPERTY, or any portion thereof or interest therein, shall not be alienated or otherwise transferred without the prior written consent of THD first been having obtained, which consent THD shall grant provided that the PURCHASER has complied with all its obligations in terms hereof, and in particular, and in no way detracting from the generality of the aforesaid, has complied with its obligations in terms of this clause 5.4.
- 5.8 It is recorded that the estate agent, referred to in paragraph 5.4 above, shall be required to pay a portion of its commission, to the THD as a contribution towards, *inter alia*, the marketing of the TOWN CENTRE and the ongoing promotion of the area generally. The contribution will be an amount determined by THD but shall not exceed 15% (FIFTEEN) (plus Value Added Tax thereon) of the commission payable to such estate agent.
- 5.9 The PURCHASER acknowledges that in the event of the PURCHASER disposing of the PROPERTY privately, or in the event of the PURCHASER being an artificial person, 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 PURCHASER acknowledges that it shall be responsible for payment of an administration fee charged by THD as consideration towards, *inter alia*, the marketing of the TOWN CENTRE and the ongoing promotion of the area generally. The aforesaid administration fee shall not exceed 0.5% (HALF PERCENT) of the purchase price of the PROPERTY, member's interest, shares or beneficial interest (as the case may be) or in the event of the PROPERTY, member's interest, shares or beneficial interest (as the case may be) not being sold it will not exceed 0.5% of the market value of the PROPERTY, member's interest, shares or beneficial interest (as the case may be) at the date of transfer or cession of same (if THD and the PURCHASER are unable to reach agreement on the market value of the PROPERTY, the member's interest, shares or beneficial interest (as the case may be) at the date of transfer or cession, then market value shall be determined by a registered independent valuer, whose decision shall be final and binding. If THD and the PURCHASER are unable to reach agreement on the appointment of the aforesaid registered independent valuer, to determine the market value of the PROPERTY, member's interest, shares or beneficial interest (as the case may be) as aforesaid a valuer shall be appointed by the chairman of the Kwazulu-Natal branch of the South African Institute of Valuers, or by his deputy. The costs of the valuer in valuing the aforesaid PROPERTY, member's interest, shares or beneficial interest (as the case may be) shall be paid for by THD and the PURCHASER in equal shares.
- 5.10 THD reserves the right, at any time, to cede its rights and obligations, in terms of this clause, to any party whomsoever (without the prior written consent of the PURCHASER, or any subsequent owner of the PROPERTY, or any other party whatsoever) or to waive any of its rights in terms of this clause.
- 5.11 The PURCHASER shall not be entitled to make application to rezone the PROPERTY or to change its use from that currently specified in the TOWN PLANNING SCHEME without the prior written consent of THD.

- 5.12 The PURCHASER acknowledges he is familiar with the zoning of the SCHEME and the TOWN PLANNING SCHEME and in particular THD'S BULK rights in terms thereof.
- 5.13 The PURCHASER acknowledges that it understands the English language and considers itself fluent therein.
- 5.14 The PURCHASER acknowledges that it has had an opportunity to carefully read and consider the provisions of this Annexure and that it has been free to secure independent legal advice in respect of the provisions of same. In addition, the PURCHASER acknowledges that the SELLER undertook to explain any provisions of this Annexure which the PURCHASER may not have understood fully and, to the extent that the PURCHASER made the SELLER aware of any provisions of this Annexure it did not understand, such provisions were fully explained to the PURCHASER.

6 **PARKSIDE UMHLANGA RIDGE MANAGEMENT ASSOCIATION**

The PURCHASER acknowledges that the (future) Body Corporate of the SCHEME shall be obliged to become and remain a Member of the ASSOCIATION from the date of the formation of such Body Corporate. The PURCHASER undertakes to comply in every respect with the ASSOCIATION'S Memorandum of Incorporation and the rules made in terms thereof at all time, and to ensure that any person who comes upon the PROPERTY, the SCHEME or the TOWN CENTRE by virtue of the PURCHASER's rights thereto, does likewise.

7. **RESALE**

The PURCHASER shall ensure that this Annexure "R2", is annexed to any agreement entered into in respect of the future alienation of the PROPERTY or any portion thereof, so that any future transferee of the PROPERTY, or any portion thereof shall be bound by the terms of this Annexure "R2".

Signed by the PURCHASER at . . . . . on this . . . . . day of . . . . . 202\_\_

**AS WITNESSES :**

1. ....

2. ....

\_\_\_\_\_  
PURCHASER

Signed by the SELLER at . . . . . on this . . . . . day of . . . . . 202\_\_

**AS WITNESSES :**

1. ....

2. ....

\_\_\_\_\_  
SELLER

DATED at ..... this ..... day of .....  
..... 202\_\_

**AS WITNESS:**

.....

\_\_\_\_\_

TONGAAT HULETT DEVELOPMENTS (PROPRIETARY) LIMITED herein  
represented by ....., he being duly  
authorised hereto by a Resolution of Directors.  
(SELLER)