

DUNKIRK ESTATE

ADDENDUM TO SALE AGREEMENT

1. Purchaser's acknowledgements:

- 1.1 The purchaser hereby acknowledges that the development consists of:
 - 1.1.1 a secure residential estate with a perimeter fence and controlled access gates;
 - 1.1.2 316 residential units, comprising 179 free-standing erven and 122 medium density housing units to be developed on 8 medium density erven, all of which shall be built in accordance with the architectural theme referred to in clause 17 below;
 - 1.1.3 a boutique hotel consisting of 40 beds (15 units), restaurant,
 - 1.1.4 clubhouse, community centre and recreation facilities;
 - 1.1.5 Homeowners' Association offices and a maintenance area;
 - 1.1.6 2 ponds of approximately 0,45 hectares, acting as aesthetic features and storm water attenuation facilities;
 - 1.1.7 the indigenous forest and surrounding areas which shall be rehabilitated, walking and jogging trails and the landscaping to the primary roads and public open spaces.
- 1.2 That purchaser hereby acknowledges that a Homeowners' Association, which has been registered as a Section 21 company in terms of the Companies Act, 61 of 1973, shall control the development. The Memorandum and Articles of Association of the Homeowners' Association provide that the directors and members of the Association shall be entitled to formulate estate rules from time to time, which shall control the conduct of homeowners on the estate.

2. Management of the estate:

- 2.1 The purchaser hereby acknowledges that the purchaser, in common with all property owners at Dunkirk Estate, shall be obliged to become a member of the Dunkirk Estate Homeowners' Association ("**the HOA**") a company incorporated in terms of Section 21 of the Companies Act. The purchaser shall be obliged to remain a member of the HOA for so long as the purchaser owns the property. Any successor in title shall also be obliged to become a member of the HOA and a condition of title shall be included in the title deeds, incorporating this condition.
- 2.2 The developer hereby records that Dunkirk Estate shall be managed by the developer or its agent for a period of not less than 5 years from of registration of the General Plan of Dunkirk Estate. The developer shall then have an option to extend the management period for a further 5 year period on such terms and conditions as may be agreed upon between the developer and the agent. At the termination of the two 5 year periods, the

managing agents shall be appointed by the directors of Dunkirk Homeowners' Association. The developer or the agents shall, however, be entitled to hand over the management of the Homeowners' Association to the directors of the Homeowners' Association prior to the termination of the first 5 year period, should both parties agree that it is in the best interests of Dunkirk Estate.

2.3 All property owners at Dunkirk Estate shall pay a **monthly levy** to the HOA to cover security, inclusive of the cost of intercom, estate management, landscaping, upkeep of the common properties, including the amenities, administration and overhead costs of water, refuse removal and the maintenance of the supporting facilities and such other services as are required by the Homeowners of Dunkirk Estate. The **levies shall be payable from the date of transfer** of the property into the name of the purchaser and the amount shall be determined by the directors of the HOA, from time to time. In the event of the property being a medium density site to accommodate **multiple units, levies shall be payable per unit or sub-division allocated to said property from date of transfer.**

2.4 Levies shall only be payable in respect of properties to which all services have been installed. The developer shall not be responsible for the payment of any levy in respect of the undeveloped land but shall make a contribution to the administration of the Homeowners' Association, which shall not exceed 10% of the monthly levy, in the case of undeveloped properties. In the case of developed properties, the developer shall pay the same levy as is payable by the purchaser and other owners at Dunkirk Estate.

In addition to the monthly levy, the purchaser shall pay a non-refundable amount of **R3 000 to a levy stabilisation fund** upon registration of transfer of the property into the name of the purchaser. All subsequent purchasers of any property shall be obliged to pay this amount to the fund or such amount as the Directors of the HOA may determine from time to time.

In the event that the property being developed to accommodate multiple units, either in terms of a sectional title development or in any other matter, the amount of **R3 000-00** shall be payable in respect of **each individual unit or sub-division allocated to said property on date of transfer.**

2.5 The levy shall not cover the consumption of water and electricity and sewerage or the maintenance of the improvements on the properties. The said expenses shall be for the account of the purchaser. In the event of the purchaser not maintaining his property to the standards laid down by the directors of HOA, then the HOA shall be entitled to, but not obliged to, repair the property and/or the gardens and to charge the owner for such costs.

2.6 The purchaser acknowledges having had the opportunity of inspecting the Memorandum and Articles of Association of the HOA, The purchaser hereby agrees to be bound by the terms and conditions of the Memorandum and Articles of Association.

3. **Re-sale of properties**

3.1 It is hereby agreed that should the purchaser wish to re-sell the property during the development period, then the purchaser shall be obliged to grant a sole mandate to the developer's managing agent who shall then grant such mandate to one or all of the approved agents nominated by the developer.

3.2 Only agents approved by the developer shall be entitled to sell properties at Dunkirk during the development period.

4. **The architectural code:**

The property has been developed in terms of the Architectural Code prepared by the developers which determines the position of the house on the property, the materials used on the property, the colours and the architectural style and proportions of the house. The architectural code remains pertinent to all additions and alterations made to the home/house purchased.

5. **Building committee:**

5.1 A building committee shall be formed which shall include a representative of the developer and an architect appointed by the developer. All dwellings built on Dunkirk Estate shall be approved by the building committee, prior to commencement of construction.

5.2 In the event of there being any dispute relating to the interpretation of the architectural code, then it shall be decided upon by a referee. The referee shall be a qualified architect and shall be appointed by the trustees of the developer. The referee's decision shall be final and binding on the parties.

5.3 When submitting building plans for alterations and additions to the building committee, a submission fee is payable to the Dunkirk Homeowners Association for review of the plans. The fees vary according to whether it is a freehold or medium density site and whether the architect is on the list of approved architects or not.

6. **Variation of building clause**

The developer shall be entitled to vary the building clause period in respect of subsequent property sales and shall not itself be bound by any such restrictive conditions in respect of unsold erven. The developer shall also have the prerogative to grant an extension for the time in which houses may be built but subject to such extension being approved by the majority of the members of the Homeowners' Association at the time when the extension is granted.

7. **Landscaping:**

The common property shall be landscaped by the developer in accordance with such condition imposed by the Development Tribunal. All landscaping on the estate shall be in accordance with a landscaping code, which shall be prepared by the developer in conjunction with landscape designers/environmentalists and approved by the local authority.

A submission fees will be payable to the Dunkirk Homeowners Association upon submission of these plans.

8 **Beach Club**

8.1 The purchaser hereby acknowledges having been made aware that the Developer has acquired a beachfront property for the purpose of developing it as a Beach Club for the exclusive use of owners at Dunkirk Estate. This offer is subject to the condition that the purchaser agrees that the beachfront property shall be transferred to the Dunkirk HOA, or their nominee, and that the purchaser shall pay an amount of **R30 000** to the HOA as an entrance fee to join such club. **This amount is payable on date of transfer of the property.**

8.2 In the event of the property being a medium density site, accommodating multiple units, either in terms of a sectional title development or any other matter, the amount of R30 000 shall be payable **per unit or sub-division allocated to the said site, and shall be paid on date of transfer of the property.** The HOA shall be obliged to accept all home owners as members of the club, and all home owners shall be obliged to become members of such club.

8.3 The HOA shall be responsible for the management of the Beach Club and for determining the rules which are applicable to the use of such club.

9. **Pre-emptive right:**

9.1 In the event that the purchaser does not complete the building within 15 months from the date of commencement of construction of building on the property, or in the event of the purchaser of a medium density property

not completing a building within 2 years of the date of commencement of construction on the property, then the purchaser shall pay a penalty to the HOA of R20 000 and in the case of a purchaser of a medium density site, the purchaser shall pay a penalty to the HOA of R10 000 per uncompleted unit. The money received by shall be paid to the Homeowners' Association to be placed in the levy stabilisation fund.

9.2 In addition to the penalty above, all owners who have not completed construction of their dwelling or who have not started construction of their dwelling by the 31st December 2015 shall be subject to a penalty of a double monthly levy due to the Association as from the 1st January 2016. The increased levy shall be payable by the defaulting member in the case of each un-built or partially built house or sectional title unit. The increase shall be payable from the 1st January 2016 until the last day of the month in which the defaulting member's house or sectional title unit is completed, from which date the levy shall revert to the same levy payable by the remaining members of the Association. This increase above the normal levy amount shall be placed in the Levy stabilisation Fund for the benefit of the Association.

Signed by the purchaser aton.....2017

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Witness

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The purchaser

Signed by the seller aton.....2017

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Witness

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The seller