

**Annexure "R3"**

**AGREEMENT**

entered into between:

**PARKSIDE UMHLANGA RIDGE MANAGEMENT ASSOCIATION NPC**

**Registration No.** \_\_\_\_\_

(hereinafter referred to as "the ASSOCIATION")

and

**Name:** \_\_\_\_\_

**Registration No / Identity No.** \_\_\_\_\_

(hereinafter referred to as "the PURCHASER")

**WHEREAS** the PURCHASER has purchased the sectional title unit described as Section \_\_\_\_\_ Season's Court (hereinafter referred to as "the PROPERTY");

**AND WHEREAS** the PROPERTY is situated within the TOWN CENTRE (as defined in the ASSOCIATION's Memorandum of Incorporation);

**AND WHEREAS** the ASSOCIATION's consent to the transfer of the PROPERTY into the name of the PURCHASER is required;

**AND WHEREAS** the ASSOCIATION requires the PURCHASER to agree to abide by the ASSOCIATION's Memorandum of Incorporation, and the rules made in terms thereof, prior to giving the aforesaid consent to transfer.

**NOW THEREFORE IT IS AGREED THAT:**

1. The PURCHASER agrees and undertakes, in favour of the ASSOCIATION that it, and all persons deriving use of the PROPERTY or any part thereof, shall duly comply with all the ASSOCIATION's Memorandum of Incorporation and the rules made in terms thereof.
2. In no way detracting from the generality of the aforesaid, the PURCHASER agrees to the undermentioned specific provisions, namely:

- 2.1 The directors of the ASSOCIATION shall have the power to make rules from time to time, as well as the power to substitute, add to or repeal same, for the management, control, administration, use and enjoyment of the TOWN CENTRE, for the purposes of giving effect to the provisions of the Memorandum of Incorporation or for any other purposes, which powers shall include the right to impose reasonable financial penalties on persons who fail to comply with the provisions of the Memorandum of Incorporation or rules. In no way detracting from the generality of the aforesaid, directors may make rules from time to time, applicable within the TOWN CENTRE (as defined in the ASSOCIATION's Memorandum of Incorporation) specifically with regard to –
- 2.1.1 the preservation of the natural environment;
  - 2.1.2 vegetation and flora and fauna in the TOWN CENTRE;
  - 2.1.3 the placing of movable objects upon or outside the buildings included in the TOWN CENTRE, including the power to remove any such objects;
  - 2.1.4 the storing of flammable and other harmful substances;
  - 2.1.5 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;
  - 2.1.6 the use of land within the TOWN CENTRE;
  - 2.1.7 the use of roads, pathways and open spaces;
  - 2.1.8 the imposition of fines and other penalties to be paid by members of the ASSOCIATION;
  - 2.1.9 the management, administration and control of the common areas and open spaces;
  - 2.1.10 the Design Guidelines for the erection of all buildings and other structures, including service connections to buildings;
  - 2.1.11 the Design Guidelines for the establishment, installation and maintenance of gardens, both public and private;
  - 2.1.12 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
  - 2.1.13 the use of road frontages and parking areas;

- 2.1.14 security
- 2.1.15 the accreditation of managing agents permitted to manage sectional title schemes within the TOWN CENTRE and
- 2.1.16 generally in regard to any other matter which the directors of the ASSOCIATION from time to time considers appropriate,

and the PURCHASER undertakes, and, shall be obliged, to abide by such rules and shall ensure that all tenants, nominees, invitees or other persons who occupy the PROPERTY and/or who go upon the TOWN CENTRE by virtue of the PURCHASER'S rights thereto, do likewise.

- 3. The PURCHASER understands that it will be obliged to accept transfer of the PROPERTY subject, *inter alia*, to a condition registered against the title deeds to the PROPERTY to the effect that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the prior written consent of the ASSOCIATION first being had and obtained.
- 4. In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the TOWN CENTRE, any alterations or extensions to be effected to the PROPERTY, shall be done strictly in accordance with building plans which have been submitted to and approved of in writing by the Design Review Committee of the ASSOCIATION and by the local and/or any other competent authority and no work whatsoever shall commence until such time as the relevant approvals have been obtained. The PURCHASER acknowledges that it is aware of the ASSOCIATION's various requirements in this regard and, in no way detracting from the generality of the aforesaid, it is aware of the provisions of the ASSOCIATION's Development Manuals and Site Development Control.
- 5. The PURCHASER agrees that it will not be entitled to change the current use of the PROPERTY without, *inter alia*, the prior written consent of the ASSOCIATION being had and obtained.
- 6. The PURCHASER further agrees that, notwithstanding the fact that the Body Corporate of the Sectional Title Scheme of which the PROPERTY constitutes a section, is responsible, as the member of the ASSOCIATION, for the payment of a monthly levy to the ASSOCIATION, in the event of the Body Corporate failing to make such payment, then in that event, the PURCHASER shall be liable to make payment to the ASSOCIATION directly of a portion of the total levy payable by the Body Corporate to the ASSOCIATION, which portion shall be calculated as follows, namely:

The total monthly levy payable by the Body Corporate to the ASSOCIATION multiplied by the participation quota (as envisaged and defined in the Sectional Titles Act No. 95 of 1986 as amended) of the PROPERTY.

7. The PURCHASER confirms its contact details are as below and nominates its undermentioned physical address as its domicilium citandi et executandi for all purposes (including, but in no way limited to, the service of any notice that the ASSOCIATION may wish to serve upon the PURCHASER including any court process that the ASSOCIATION may be required to serve upon the PURCHASER in the event of the ASSOCIATION instituting any legal action against the PURCHASER).

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
Code: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Code: \_\_\_\_\_  
Telephone No:(home) \_\_\_\_\_ (work) \_\_\_\_\_  
Cellular: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Identity No / Registration No: \_\_\_\_\_  
Marital Status: \_\_\_\_\_

8. Should the PURCHASER commit a breach of the provisions of this agreement, then in that event, the ASSOCIATION shall be entitled to claim specific performance without prejudice to the ASSOCIATION's right to claim damages. The foregoing is without prejudice to any other rights the ASSOCIATION may have in terms of this agreement, in common Law or statute. All costs incurred by the ASSOCIATION in consequence of the PURCHASER's breach of the provisions of this agreement, on an attorney/own client scale, shall be for the account of the PURCHASER.
9. The PURCHASER waives all claims against the ASSOCIATION for any loss or damage to property or any injury to person which the PURCHASER may sustain in or about the TOWN CENTRE and indemnifies the ASSOCIATION against any such claim that may be made against the ASSOCIATION by tenants, nominees, invitees or any other persons who 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 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 gross negligence of the ASSOCIATION).

SIGNED by the ASSOCIATION at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**AS WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

Name of signatory:

.....

duly authorised hereto by a resolution of directors

SIGNED by the PURCHASER at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**AS WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

Name of signatory:

.....

duly authorised hereto by resolution of \_\_\_\_\_

**SURETY**

I hereby consent to the conclusion of this agreement and guarantee and bind myself as surety and co-principle debtor in solidum with the PURCHASER to the ASSOCIATION for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the PURCHASER to the ASSOCIATION pursuant to this agreement, under the renunciation of the benefits of excussion and division with the full meaning and effect of such benefits and the renunciation thereof, I acknowledge myself to be acquainted.

DATED AT ..... ON THIS ..... DAY OF ..... 2011

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**SURETY**