



## SERENGETI ESTATES

FORGED BY NATURE

### **STANDARD TERMS AND CONDITIONS FOR SALE OF PROPERTY**

#### **PLANS**

No building, addition, alteration may be erected and no works may commence unless Building plans, landscaping plans, specifications, schedule of finishes and Site Development Plan, have been submitted to the SEPOA by the Property Owner in accordance with SEPOA Policies;

#### **RULES AND REGULATIONS**

Estate Rules and Regulations are adopted by the Board of Directors of the Estate from time-to-time and are enforced and implemented by the SEPOA and its service providers. The property owner shall at all material times from the date of registration of the transfer of the property strictly adhere to the Estate Rules and Regulations and the property owner acknowledges and agrees that the fines and penalties as determined by the Board of Directors from time-to-time may be imposed upon the property owner for infringements of Estate Rules and Regulations.

#### **ARCHITECTURAL GUIDELINES AND CONSTRUCTION POLICIES**

The Board of Directors of the SEPOA shall adopt construction policies and architectural guidelines from time-to-time to ensure that the aesthetical nature and character of the Estate is preserved. The property owner shall be bound by the architectural guidelines and contraction policies of the Estate.

#### **CONSERVATION/PRESERVATION AREA**

As the Estate is still in the development period, the Conservation Area is not fully developed yet. The property owner shall adhere to all the policies, rules and regulations pertaining to the Conservation Area/Preservation Area during the development period and thereafter.

#### **OCCUPATION OF NEWLY BUILT DWELLINGS**

The property owner who purchased a vacant stand may not occupy any dwelling built on the stand, unless the property owner obtained a completion certificate from the SEPOA. **To be clear:** No temporary or permanent occupation certificate issued by the local authority will grant the property owner the right to occupy a new dwelling. Only the completion certificate issued by the SEPOA will allow occupation of a new dwelling. Occupying a new dwelling without the completion certificate issue by the SEPOA will result in a fine as determined by the Board of the SEPOA from time-to-time as well as eviction proceedings.

## **PROPERTY OWNER'S ASSOCIATION, MEMBERSHIP, AND LEVIES**

The property owner acknowledges that the Estate is managed by the Serengeti Estates Property Owner's Association (SEPOA), whose members are all registered owners of property or units in the Estate. The property owner acknowledges and agrees that membership of the SEPOA is compulsory and the provisions of the Memorandum of Incorporation, the Estate Rules and Regulations, and all Policies adopted by the Board of Directors of the SEPOA pertain to the property owner, and as such are binding on the property owner.

The property owner acknowledges that the Estate will be developed as a high security, gated, residential golf and wildlife estate. The Estate may include, amongst other, parks and other open spaces, golf corridors, a conservation area, a hotel, school, equestrian centre, various recreational facilities and a village square with various shops. The Estate encompasses security fencing, controlled access, and other security measures designed to promote and ensure the safety of occupants.

Controlling access into and from the Estate, access security stands, public open spaces and roads vests in the SEPOA, and the SEPOA reserves the right of admission to the Estate.

The SEPOA is a non-profit company and is funded by the members. The Board of the SEPOA determines the levies payable by members to enable the SEPOA to achieve the objectives of the company as set out in the Memorandum of Incorporation (MOI). All members are contractually obliged to pay all levies the Board of Directors may impose (including any special levies). Failure to pay levies and other charges will result in legal action, and member's rights will be suspended. The property owner agrees to abide by and pay all the levies determined by the Board of the SEPOA from time to time, in its sole and absolute discretion.

The property owner acknowledges that every homeowner shall have use of the Country Club facilities of the Serengeti Golf and Country Club, which entitle the homeowner to the use of the Country Club facilities (excluding the Signature and Par 3 Championship golf courses, and the spa and such other exclusions as the Golf Club may determine from time-to-time). In addition, the Purchaser acknowledges that each property owner has an obligation to pay a compulsory monthly contribution towards the maintenance and operation of the:

- Out of play areas of the golf course corridors
- Golf facilities, clubhouse facilities, and country club facilities
- Wetlands, and
- Conservation area

The property owner irrevocably authorises the Board of the SEPOA to raise, collect and pay to the owner of the Serengeti Golf and Country Club (and to debit the property owner's levy account) with a compulsory monthly contribution for the use and upkeep of the facilities as stated above and in the MOI.

In order to maintain the facilities, roads, security infrastructure and other infrastructure of the Estate for the benefit of property owners and patrons alike, the property owner acknowledges and agrees that an infrastructure maintenance fund and/or capital reserve fund must be maintained by the SEPOA. In addition, the marketing and building of the Serengeti Estates brand and the flow of information to residents of the Estate are essential to build and protect property value and the Serengeti-life experience. To this effect, the property owner agrees that each property re-sale transaction of any property in the Estate shall bear a 1.5% buy-in levy, of which levy 1% will be ring-fenced for the maintaining of the capital reserve fund and 0.5% will be ring-fenced for the Estate brand and information office. The Purchaser agrees to deliver guarantees on request in favor of and to the satisfaction of the SEPOA, for the amount of the buy-in levy, which guarantee amount is to be payable by the conveyancer to the SEPOA upon registration of the transfer of the property.

The property owner acknowledges and agrees that fibre internet and VOIP services are available to the property owners in the Estate and that these services are provided by third party service providers and not the SEPOA, and the property owner is to subscribe with any available ISP of the Purchaser's choice to obtain fibre internet and/or VOIP services.

Save for the Developer, every owner of property in the Estate, or any interest therein, (including the owner of any unit as defined in terms of the Sectional Title Act), shall become and remain a Member of the SEPOA and be subject to its constitution until he/she/it ceases to be an owner as aforesaid. Any offer to Purchase property shall be deemed as an application for membership of the SEPOA.

The property owner shall not transfer (or attempt to transfer or simulate any transfer) any property in the Estate to any person or entity unless such person or entity has bound himself/herself/itself to the satisfaction of the SEPOA to become a member of the SEPOA, and the transferor has paid all amounts of whatsoever nature due to the SEPOA and the SEPOA has certified that all such amounts have been received by the SEPOA.

The owner of the Erf, or any interest therein, or any unit as defined in the Sectional Titles Act shall not be entitled to transfer such erf, interest therein or unit thereon without a Clearance Certificate from the SEPOA stating that provisions of the MOI of the SEPOA, Estate Rules and Regulations, Builders' Code of Conduct and Architectural Guidelines have all been complied with.

The Purchaser shall remain as a member of the SEPOA until he ceases to be the owner of the property.

The Purchaser acknowledges that he is aware that the SEPOA is obliged by the Developer to acquire ownership of all internal roads, the Access Security Stands and buildings thereon as well as parks excluding the Conservation Area in the Township and the Estate, and accordingly the Purchaser undertakes to exercise and vote in favour of such acquisition and subsequent transfer of the aforementioned, if required.

The Purchaser specifically acknowledges and agrees that the Developer shall not pay levies in respect of undeveloped and unregistered stands as determined by the MOI, nor shall private open spaces, parks, Access Security Stands, the Golf Course and Conservation Area or estate roads be levied.

### **SALE OF PROPERTY**

The Purchaser acknowledges that the property may not be resold by the Purchaser without all the obligations contained in the MOI, the Estate Rules, and the Policies have been complied with.

All obligations of a property owner will be transferred to the new Purchaser of the property.

The owner of property shall strictly comply with the MOI, Estate Rules and Estate Agent Access Policy when selling the property.

In the event of the Purchaser wishing to sell the property. the whole of the agreement in terms of which the Property is sold shall be subject to the approval of the SEPOA being obtained.

The SEPOA will not be obliged to issue a clearance certificate unless the Purchaser has complied with all the terms and conditions of its membership of the SEPOA.

### **DWELLING TO BE ERECTED**

All houses/dwellings on the Estate are to be designed by an Architect accredited by the SPOA (and therefore appearing on the Serengeti panel), and built by a building contractor accredited by the SPOA. In the event of the Purchaser being an owner builder, the Purchaser agrees to employ an architect (accredited by the SPOA) who will also act as project manager of the construction of the dwelling, alternatively, to employ a suitably qualified project manager approved by the SPOA.

Where the Purchaser purchases a vacant undeveloped stand or an uncompleted building project, the Purchaser is obliged to commence construction of a main dwelling house and outbuildings within 24 months and to complete the building project within 15 to 18 months, depending on size of the property. The Purchaser acknowledges and agrees that failing to comply with these time limits may result in building penalties being levied against the Purchaser.

All buildings and outbuildings on the property shall be erected strictly in accordance with:

- the Building Plans and landscaping plan, which plans have been submitted to and approved by the SEPOA; and
- the Architectural Guidelines of the Estate; and
- the Rules and Regulations laid down by the SEPOA from time to time; and the Builders' Code of Conduct; and
- the relevant provisions of the Memorandum of Incorporation of the SEPOA.

The Purchaser hereby agrees and undertakes:-

- to submit the building plans, specifications and finishes, landscaping and site development plan in the first instance to the Association for its written approval in accordance with the architectural guidelines, and thereafter to the local or any other competent authority for its approval;
- to pay all the scrutiny and other fees as may be necessary and imposed by the SEPOA upon demand;
- not to commence with any work whatsoever on the property until such time as the fore-mentioned approvals have been obtained;

That the Purchaser shall not be entitled to take physical occupation of the dwelling before a completion certificate has been issued by the SEPOA. To be clear: the issue by the local authority of an occupation certificate or a temporary occupation certificate shall not grant the Purchaser a right to occupy any dwelling. Only a completion certificate issued by the SEPOA shall grant the Purchaser the right to occupy a dwelling or part thereof.

**The Purchaser hereby agrees that the date of first transfer [to be provided on request thereof].**

#### **SOIL CONDITIONS**

The Purchaser acknowledges that the geological reports regarding the soil conditions in the Estate is available on request. The Purchaser acknowledges and accepts that the onus to peruse the geological reports and to familiarize himself with the specific geological and soil conditions rests on the Purchaser. To this end, the Purchaser however acknowledges that it is the Purchaser's responsibility to appoint a structural engineer to ensure structural stability of construction of a dwelling on the property. Any construction undertaken is done at the sole risk and responsibility of the Purchaser. The Purchaser hereby waives any claim of whatsoever nature in respect of damages suffered or otherwise relating from the aforesaid soil conditions and will not be entitled to institute any claim against the Seller or the Developer or the SPOA in respect of such soil conditions.

#### **INDEMNITY**

The Purchaser waives all claims against the Developer and SPOA and indemnifies such parties against any claim for loss, damage or injury caused to the Purchaser's person or property or that of his family, tenants, nominees, invitees or any other person enjoying occupation of the Property through him whether or not such harm or injury is caused on the Property or elsewhere on the Estate and irrespective of the cause of such loss. In particular the Purchaser acknowledges the presence of wildlife on the Estate and that his use and enjoyment of the Property and the Estate is potentially hazardous.

#### **PROTECTION OF PERSONAL INFORMATION ACT (POPI)**

The Purchaser agrees to provide his personal information to the Estate on the express understanding that:

- this constitutes the Purchaser's consent, as required under POPI;
- the information is furnished for the purposes of registration of membership of the SEPOA, management by the SEPOA, and registration to Serengeti Country Club or such amenities as may be necessary;
- the data will be used only for the purposes mentioned above;
- the SEPOA and/or SGC will store the Purchaser's details, as provided for and specified by the Law from time to time; and

SIGNED AT \_\_\_\_\_ BY THE PURCHASER/S THIS \_\_\_\_ DAY OF

\_\_\_\_\_ 2023.

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PURCHASER/S

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PURCHASER/S