



COUNTRY ESTATES

RANDJESFONTEIN

CONSENT FOR RESALE

"The purchaser acknowledges that he is aware that the original Developer and Seller was RANDJESFONTEIN DEVELOPMENTS (PROPRIETARY) LIMITED (referred to as RD) and that conditions were created in the Deed of Sale between RD and the original purchaser".

These conditions remain applicable to the property and the Purchaser hereby assumes all rights and obligations imposed on the original Purchaser, including specifically the following conditions listed hereunder and/or conditions which were created in all prior title deeds and other registered deeds/documents:

1. BUSINESS LICENCES:

The Purchaser acknowledges that he is aware that the following portions may in the future be utilized for the following purposes:

- a. Portions 49 to 50 as a Race Horse Training Farm, Place of Instruction, Sports Fields, Special buildings, Club and related ancillary facilities.
- b. Portions 213 to 220 as a Hotel, Club House, Restaurants, Accommodation Establishments, Residential Buildings, offices, General Dealer, Sports Grounds, Riding Schools and Stables which shall have access to all the Horse Trails and any related and ancillary facilities.
- c. Portion 225 as an Interdenominational Private Chapel, Place of Worship, Creche, Kindergarten and Cemetery.

In all instances it is envisaged that owners acquiring the said properties may apply for the necessary licenses to enable them to conduct the contemplated uses.

Inter alia the Purchaser acknowledges that he is aware that liquor licenses may be applied for and agrees that signature of this Consent for Resale, read together with the signed Deed of Sale, may be construed as a consent to any application for the necessary licences on the said portions. The Purchaser acknowledges that he is fully acquainted with the situation and extent of these portions.

2. TOWN PLANNING SCHEME:

The Purchaser acknowledges that he is aware that all portions of the Remaining Extent of the farm Randjesfontein incorporate the herein recorded conditions of title into the title deeds, alternatively, that such conditions have been taken up in the Town Planning Scheme.

3. RANDJESFONTEIN COUNTRY ESTATES

The Purchaser hereby acknowledges that all rights, title and interest in and to the conditions originally imposed in favour of Randjesfontein Development (Proprietary) Limited have been ceded, assigned and made over to Randjesfontein Country Estates (NPC), Registration Number 1197/022118/08 by Midrand Real Estate (Proprietary) Limited, Registration Number 1981/007253/07, which was the successor in title to Randjesfontein Developments (Proprietary) Limited.

Full details Of the Cession is available in the Notarial Cession of Real Rights K8008/2004 which was executed on the 16th of August 2000 and registered in the Deeds Office on 3 November 2004."

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RESTRAINTS

The Purchaser acknowledges that RCE is desirous of maintaining a high standard of development in Randjesfontein and that the property is affected by a servitude for horse trail purposes for the unobstructed use of the owners of property in Randjesfontein 405, Registration Division JR, Gauteng. The Purchaser thus undertakes:

- a. to submit all building plans to RCE for approval by RCE at no cost to the Purchaser prior to the commencement of building, fencing or walling operations and to adhere to the specifications relating to buildings, fencing and walling as imposed by RCE from time to time;
- b. to maintain the horse trail traversing his property in a neat and tidy condition, free from any obstruction and hindrance to the satisfaction of RCE. Should the Purchaser fail to maintain the said horse trail to the satisfaction of RCE, RCE shall be entitled to cause the necessary maintenance to be done at the cost of the purchaser. In this regard it is recorded that the Purchaser shall be required to make provision for a firebreak to protect any paddock fencing erected along the horse trail;
- c. to maintain any paddock or other fencing erected along the horse trail to the satisfaction of RCE. In the event of the Purchaser failing to maintain the paddock fencing, RCE shall be entitled to attend to the maintenance at the cost of the Purchaser.

5. TITLE CONDITIONS

In order to enable RCE to monitor the development of the various portions of Randjesfontein 405 Registration Division JR, Gauteng, and in view of the parties desire to ensure that Condition 4 above is adhered to by all future purchasers, the purchaser hereby agrees to the incorporation of the following conditions in the Deed of Transfer, to be registered in his name in respect of the property, which conditions shall be enforceable by RCE or its successors in title:-

- a. The property shall not be alienated without the prior written consent of RCE first being had and obtained.
- b. No buildings or fencing may be erected on the property without the prior written consent of RCE first being had and obtained.

5.1 Portions of the farm Randjesfontein 405 J.R. shall be subject to the conditions of title:

- A. Portions 49 (now 357& 359) and 50,: The portion shall be used solely for a training academy and farm and for purposes Incidental thereto subject to such requirements as may be determined by the local authority.
- B. Portions 51 to 266, 313 to 352, and 360 to 399 inclusive as well as any subdivisions or amalgamations of these portions:
 - a. Not more than one dwelling house together with the usual outbuildings may be erected on the portion.
 - b. The dwelling house shall be erected simultaneously with, or before the erection of the outbuildings and it shall be a completed building and not one partly erected and intended for completion at a later date.
 - c. Except with the consent of the Premier the portion shall be used for residential and agricultural purposes only.
- C. Portions 51 to 266, 313 to 352, and 360 to 399 inclusive as well as any subdivisions or amalgamations of these portions: The number of animals to be kept on the portion shall not, except with the consent of the local authority, exceed:
 - a. 6 large stock
 - b. 10 small animals
 - c. 50 fowls
- D. Portions 51 to 266, 313 to 352, and 360 to 399 inclusive as well as any subdivisions or amalgamations of these portions:
 - i. No building shall be erected on any portion within a distance of 30 metres from the boundary thereof abutting on a road and within 15 metres from any other boundary. (This condition shall not apply on the boundary of Portions 95 to 99 and 229 to 236 abutting on Road P 1-2). Kennels or piggeries shall not be permitted on the portions except with the consent of the local authority.
- E. The portions referred to in clause B. shall be subject to the following conditions:
 - o The portion is subject to a servitude, 3 meters wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a road boundary as determined by the local authority.
 - o No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 metres thereof.
 - o The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion, may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.
- F. Portions 270 to 278, 319, 326, 349 and 353: The portion shall be used for the purpose of a Horse Trail only and shall be maintained by the registered owner

the satisfaction of the local authority and to their successors in title. G. Portions subject to Special Conditions:

In addition to the relevant conditions set out above, the following undermentioned portions shall be subject to the following conditions:

- Portions 48, 96 to 99 and 229 to 236:
 - o Buildings, including outbuildings, hereafter erected on the portion shall be located not less than 95 metres from the centre line of Road p 1-2.
 - o Ingress to and egress from the portion shall not be permitted along the boundary of the portion abutting on Road P 1-2.
- o Portions 48 to 51,52,54,57, 58, 61, 62, 64, 66, 67, 69 to 71, 74, 75, 77, 79, 80, 83 to 94, 97 to 99, 101 to 107, 110 to 117, 119, 125, 126, 131 to 141, 144, 149, 150, 155, 159,161,162, 165, 166, 169, 171 to 173, 175 to 182, 185 to 190, 206 to 210, 213 to 215, 218, 221, 222, 226, 229 to 262 and 264, 313 to 318,320, 322 to 331,333 to 348,351,352,361 to 369,373 to 375,379 to 399 inclusive, as well as any subdivisions or amalgamations of these portions, the abovementioned portions are subject to a servitude for Horse Trail purposes in favour of the Local Authority, as indicated on the general plan.

6 RANDJESFONTEIN SPECIFICATIONS RELATING TO BUILDINGS, FENCING AND WALLING

- A. Coverage: The area of the property covered by buildings shall not exceed 8% in total i.e. the square metreage of the "footprint" should not exceed 8% of the size of the plot.
- B. Dwellings: Subject to written permission from Johannesburg City Council / Local Authority for a second dwelling, a maximum of two dwellings are permitted on each property, ie. A main dwelling house and a cottage. Additional buildings may be built for the sole purpose of accommodating domestic workers and gardeners.
- C. Outbuildings: All outbuildings including storerooms and stables must be constructed of the same materials as the main dwelling, and in accordance with the legislation relating to health, hygiene and fire hazards as enforced by the Johannesburg City Council / Local Authority. In the event of the main dwelling having a thatch roof an alternate roof covering may be utilized for stables (i.e. tiles, slate, or any suitable and appropriate non-combustible material) RCE consents to this transfer subject to the purchaser committing via sworn affidavit to take down the temporary stables on the property within a period of 6 (six) months from date hereof.
- D. Extensions and additions: All buildings including extensions and additions must be constructed of similar materials to, and in the same style as, the main dwelling.
- E. Buildings Materials: Materials used for the construction of buildings should be either face-brick, plastered brick or stone. Materials used for roofing are restricted to cement tiles, clay tiles, thatch or concrete. Steel roofing including IBR sheeting may only used if it conforms to SABS standard of colour fixing, or if covered by top tiles.

- F. Sewerage: All domestic water, waste and sewerage should be disposed of by means of a septic tank and French drain and under no circumstance must it be allowed to percolate above ground or run into the horse trails, or indeed anywhere, creating a risk of contamination and causing a health hazard.
- G. Fencing: Fencing erected should not create a hazard for horses or any residents of Randjesfontein and under no circumstances will the use of barbed or razor wire or similar dangerous material be permitted except on the perimeter concrete palisade wall around the Estate. No precast walling other than concrete palisade fencing will be permitted. Horse trail servitudes are to be kept open at all times and may not be fenced in.
- H. Consent Usage: With the exception of the properties detailed (in the Consent to Resale) the use of all other properties for business purposes is restricted by the guidelines issued by RCE and the Johannesburg City Council / Local Authority, These guidelines specify that in the event of a resident running a business from home, the number of employees permitted should not exceed one. Appropriate signage as permitted by the Local Authority may be displayed. Under certain circumstances a second employee will be allowed on application to RCE.

7 RANDJESFONTEIN COUNTRY ESTATES MEMBERSHIP AND LEVIES

The Purchaser undertakes to become a Member of RCE and to remain a Member as long as the Purchaser remains the owner of said property. The Purchaser undertakes to abide by the Articles of Association and to pay all levies charged by the RCE as approved, from time to time, by an Annual General Meeting of the Members.

8. RESPONSIBILITIES OF THE PARTIES

Notwithstanding the foregoing, the Purchaser and Seller acknowledge that the onus rests on them to ensure that any improvements erected on the property are in accordance with the Building Plans submitted to RCE and the appropriate Local Authority. Any breach in respect thereof would have to be dealt with by them in accordance with their sale agreement. RCE's obligation is to ensure that any plans submitted to it are in accordance with the title deeds and Building Guidelines. RCE has no duty to ensure that the improvements are in accordance with the plans passed by it.

9. JOINT AND SEVERABLE LIABILITY

In the event that a Company, Trust or legal entity other than an individual person / partnership is a Purchaser of a property in Randjesfontein, then and in that event, the signatories to this Consent shall be jointly and severably liable with the said Company, Trust or legal entity for all of the obligations contained in this agreement.

10. ARREAR INTEREST

In the event that the Purchaser is in arrear with his levy payments, he shall be liable for interest on such arrears calculated at the prime overdraft interest rate charged by Nedbank in the normal course of business.

11. LEGAL COSTS

In the event that RCE is compelled to institute Legal Action against the Purchaser, should the Purchaser default in its obligations contained in the Articles of Association or in this agreement, then the Purchaser agrees to pay legal costs incurred by RCE on the Attorney and Client scale.

12. SPECIAL CONDITIONS
