

HARBOUR ISLAND MASTER HOMEOWNERS ASSOCIATION NPC

(Reg.No.1993/001682/08)

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ADDENDUM _____ to Purchase Agreement

Parties

SELLER:

PURCHASER:

Property

Development:

Erf Number:

Section Number:

Unit Number:

Exclusive Use Area:

1. Harbour Island Master Homeowners Association NPC

- 1.1 The Purchaser confirms that he has read the Memorandum of Incorporation of the Harbour Island Master Homeowners Association NPC (HIMHOA), the HIMHOA Conduct Rules, the Constitution of the Body Corporate (if applicable) and the Body Corporate Rules (if applicable), and the Harbour Island Design Guidelines and agrees to be bound thereby.
- 1.2 The Purchaser is aware that the Body Corporate / Homeowners Association is a member of HIMHOA and the members may be permitted to have the right to use or participate in certain community services, amenities and activities.
- 1.3 The Purchaser assumes liability from the date of registration of transfer, for the payment of levies to the Body Corporate (if applicable) and HIMHOA. The total levies are payable monthly in advance to Body Corporate and/or HIMHOA. The payment of the said levies may not be withheld for whatsoever reason including any dispute with the Body Corporate and /or HIMHOA.
- 1.4 The Directors of HIMHOA may, from time to time, make special levies upon the members in respect of all such expenses as are mentioned in Clause 4 of the HIMHOA Memorandum of Incorporation, which were not included in any estimate made in terms of Clause 4.1, and the Directors may in imposing such levies further determine the terms of payment thereof.

1.5 The Purchaser attention is drawn to the following clauses of the HIMHOA Memorandum of Incorporation:

6.2 Ownership and alienation of an Erf/Erven or Unit:

- 6.2.1 *A non-residential Erf/Erven and non-residential unit(s) may only be sold or otherwise alienated to a residential owner or to the Company;*
- 6.2.2 *No member(s) shall alienate his erf or unit to any person ("transferee"), unless the member has been issued with a Consent Certificate by the Company which Consent Certificate may not be unreasonably withheld by the Company. No such Consent certificate shall be issued unless:*
 - 6.2.2.1 *The proposed transferee has bound himself to the satisfaction of the Company, with a contract for the benefit of the Company, to become a Member of the Company and to comply with this MOI and Rules upon transfer of the Erf or Unit to him;*
 - 6.2.2.2 *The registration of transfer of that Erf and/or Unit into the name of the transferee, shall ipso facto constitute the transferee as a member of the Company;*
 - 6.2.2.3 *The "member seller" has paid up all his levies and/or other charges which are legally due, owing and payable to the Company;*
 - 6.2.2.4 *A member who alienates a residential erf or unit and who also owns a non-residential unit, like for example a mooring or a garage, simultaneously sells such a non-residential unit in order to comply to clause 6.2.1 if he ceases to be a member; and*
 - 6.2.2.5 *The provisions of clauses 6.2.2.1 to 6.2.2.4 above shall apply mutatis mutandis to any alienation of an undivided share in an Erf or Unit and shall further apply to the alienation of any land within the Development;*
 - 6.2.2.6 *The Company is satisfied that the deed of transfer includes the conditions as set out in this MOI.*

6.3 *No member shall let or otherwise part with occupation of any Erf and/or Unit, or any portion thereof, owned by him within the Development, whether temporarily or otherwise, unless he has agreed with the proposed occupier of such Erf and/or Unit, or portion thereof, as a stipulation alteri in favour of the Company, that such occupier shall be bound by all the terms and conditions of this MOI and the Rules of the Company and the proposed occupier has signed an undertaking to that effect, and such written undertaking has been delivered to the Chief Operating Officer.*

12.10 *A member shall not in any manner alienate any Erf and/or Unit, or any undivided portion thereof, as the case may be, to any person ("the Buyer") except in accordance with the provisions of clause 6.2 and, further, unless it is a condition of the agreement of alienation that the:*

- 12.10.1 *buyer has bound himself to the satisfaction of the Company, with a written contract for the benefit of the Company, to become a Member of the Company upon transfer of the Erf and/or Unit; and*
- 12.10.2 *Registration of transfer (where applicable) of the Erf and/or Unit as the case may be, into the name of the Buyer, shall by that fact constitute the Buyer as a Member of Company;*
- 12.10.3 *The Company shall have issued a Consent Certificate to the seller.*

1.6 The Purchasers attention is also drawn to Section C Rule 6.5 of the HIMHOA Rules which determines as follows:
No section or house in Harbour Island may be let for a period less than 90 days.

2. BUILDING CLAUSES

- 2.1 The Purchaser of the vacant erf/erven acknowledges that the improvements must be completed in accordance with the plan as approved by HIMHOA.
- 2.2 The Purchaser of the vacant erf/erven hereby agrees to pay a penalty equal to 6 (six) times the normal levy payable to HIMHOA per month from date of registration, for each and every month, that the dwelling as approved by HIMHOA, has not been completed, to the complete satisfaction of HIMHOA.

- 2.3 Once building work on a house has commenced the building of the house must progress continuously and not be halted for whatsoever reason. Should the building work on a house be stopped or halted for a continuous period of three (3) weeks or more then penalties will be instituted and be applicable until the actual completion of the house. Actual completion shall mean that an occupation certificate has been obtained from the Local Authority and presented to HIMHOA.

Signed at _____ on the _____ day of _____ 20____

As Witnesses

1. _____

Purchaser

(who warrants, if this agreement is executed by him/her as representative or agent that he/she is duly authorised hereto)

2. _____

If the Purchaser is married in community of property, then the Purchaser's spouse must sign below:

Spouse who assists the Purchaser in this agreement as far as needs be

Signed at _____ on the _____ day of _____ 20____

As Witnesses

1. _____

Seller

(who warrants, if this agreement is executed by him/her as representative or agent that he/she is duly authorised hereto)

2. _____

If the Seller is married in community of property, then the Seller's spouse must sign below:

Spouse who assists the Purchaser in this agreement as far as needs be

Signed at _____ on the _____ day of _____ 20____

As Witnesses

1. _____

2. _____

On Behalf of HIMHOA (duly authorised hereto)