



MOUNT OAKHURST ESTATE HOMEOWNERS' ASSOCIATION

www.oakwoodestate.co.za

ACKNOWLEDGEMENT & UNDERTAKING BY PURCHASER

The *Purchaser* acknowledges that:

- 1 He is aware that he (or his successors in title) is obliged to become, and remain, a member of the *Mount Oakhurst Estate Home Owners Association* ("MOEHOA") for as long as he is a registered owner of the property.
- 2 By virtue of his membership of the MOEHOA he will be obliged to make payment of a monthly levy to enable the Association to maintain the common roads, private open spaces and the services common to all the members of the MOEHOA.
- 3 The activities of the MOEHOA are governed by its Constitution.
- 4 He is fully acquainted with the aforesaid Constitution and annexures thereto and agrees to strictly comply with the conditions and principals contained therein which are deemed to be an integral and binding part of the Agreement and shall similarly be binding on his successors in title.
- 5 Certain architectural guidelines and restrictions "*the Architectural Guidelines*" have been imposed in respect of inter alia, design, bulk, finish, paint colors, fencing and walling.
- 6 Certain environmental guidelines and restrictions ("*the Environmental Guidelines*") have been imposed in that certain guidelines must be adhered to when landscaping the property, the emphasis of the guidelines being on environmental awareness, i.e use of water wise gardening methods, environmentally friendly disease and pest control methods, opting for indigenous plants and reducing hardened surfaces and subsequent storm water runoff.
- 7 He is aware that the Local Authority may impose conditions, at its discretion, which may take precedence to those imposed by the MOEHOA or Developer.

- 8 He is aware that it his responsibility at all times to ensure that his building complies with the *Architectural Guidelines*, any amendments to the *Architectural Guidelines*, the *Environmental Guidelines*, the *Design Manual* and that he is in possession of 'as built' building plans approved by the Local Authority.
- 9 It is the intention of the Developer that the property will form part of a broader development scheme on the Oakhurst Estate.
- 10 He indemnifies and keeps the MOEHOA and/or the Estate Controlling Architect and/or the Developer indemnified against:
- 10.1 any claim arising from any structural damage to the property, including but not limited to its boundary walls, irrespective whether such walls are retaining walls or not.
 - 10.2 Any claim arising from any deviations from the approved Local Authority plans, and/or the *Architectural Guidelines* and/or the *Environmental Guidelines* with the full understanding that the aforesaid parties do not sanction any such deviations whether they have issued a Clearance Certificate or not.
- 11 He undertakes that, in the event of the MOEHOA requiring remedial work of any nature to be undertaken by the Seller to enable a clearance certificate to be issued, he/she will instruct the transferring attorneys to retain an amount acceptable to the MOEHOA in trust until such remedial work has been completed to the satisfaction of the MOEHOA and further undertakes to permit access to contractors to complete such work, as may be required after registration of transfer.
- 12 He is in possession of, and agrees to strictly comply with, the conditions imposed in the following documents:
- 12.1. The *Code of Conduct of the Mount Oakhurst Estate Home Owners' Association*,
 - 12.2. The *Architectural Guidelines*,
 - 12.3 The *Amendment to the Architectural Guidelines*,
 - 12.4 The *Mount Oakhurst Estate Home Owners' Association Constitution*,
 - 12.5 The *Environmental Guidelines*,
 - 12.6 The *Mount Oakhurst Estate Home Owners' Association Access Control Policy*,
 - 12.7 The *Mount Oakhurst Estate Home Owners' Association Building and Renovation Agreement and its Annexures A to C*,

- 12.8 The *Mount Oakhurst Estate Home Owners' Association Swimming Pool Indemnity*,
- 12.9 The *Mount Oakhurst Estate Home Owners' Association Trampoline and Climbing structure Indemnity*,
- 12.10 The *Mount Oakhurst Estate Home Owners' Association Fire Response Plan*.

The Purchaser warrants that he/she has read and understood all the annexures and supporting documentation referred in clause 12 above, as amended from time to time and which can be found on the Estate's web site www.oakwoodestate.co.za

SIGNED AT _____ on this day the _____ of _____ 20 ____

The PURCHASER on behalf of Erf No: _____

AS WITNESSES:

PRINT NAME

SIGNATURE