

PEARL VALLEY

— HOME OWNERS ASSOCIATION —

PEARL VALLEY GOLF & COUNTRY ESTATE HOME OWNERS ASSOCIATION

RESALE PURCHASER'S CONSENT

The Purchaser has entered into a deed of sale for the purchase of the Property from the current registered owner thereof ("**the Seller**").

In order for the Seller to pass transfer of the Property to the Purchaser, the Purchaser must obtain a clearance certificate from the Home Owners Association ("**the HOA**").

The HOA is prepared to issue such a clearance certificate, provided the Purchaser accepts and consents to the obligations and responsibilities of a purchaser of an erf in the Development, as set out in this document.

SCHEDULE

1 The HOA

1.1 Full name: Pearl Valley Golf & Country Estate Homeowners' Association

1.2 Physical Address: 301 Wemmershoek Road, Paarl, 7646

1.3 Email: info@pvhoa.co.za

2 The Purchaser

2.1 Full name: _____

2.2 Identity / Registration number: _____

2.3 Physical Address: _____

2.4 Cell No: _____

2.5 Email: _____

3 **Property:** means Erf _____ or Sectional Title Unit _____ Pearl Valley Estate

4 **Development** means the Pearl Valley Golf & Country Estate development being the development constructed on the Land (as defined in the Constitution), which, for the avoidance of doubt includes, but is not limited to:

4.1 residential erven, sectional title units and other erven, including an 18-hole golf course, Club Facilities (as defined in the HOA's constitution) on Remainder Erf 493 Pearl Valley Estate and such other recreational or other facilities/amenities as may be built from time to time;

4.2 the Acres Development, being Remainder Erf 644 Pearl Valley Estate, in the Drakenstein Municipality, Registration Division Paarl, Western Cape Province as set out in General Plan No 597/2020, which has been developed into residential units known as "The Acres"; and

4.3 The Farm Watervliet A No. 1221, situate in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province, or any subdivided portions originating therefrom.

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- 5 Applicability of Terms and Conditions:** The Schedule, the Standard Terms and Conditions and the Appendices as attached hereto shall form the agreement between the HOA and the Purchaser with regard to the subject matter hereof.

THE HOA

herein represented by

(Print name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____

THE PURCHASER

herein represented by

(Print name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____

PLEASE NOTE:

- The Parties are required to sign in full above and initial all other pages, including the Schedule and the Standard Terms and Conditions and Appendices thereto.
- By its signature above, each of the Parties is deemed to have read all the pages of this Agreement, the full and exact meaning of which each of the Parties acknowledges to understand and accept, notwithstanding the fact that all such pages may not have been initialed by either of them.

STANDARD TERMS AND CONDITIONS FOR PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS' ASSOCIATION: RESALE PURCHASER'S CONSENT

1 HOMEOWNERS' ASSOCIATION

- 1.1 The Purchaser hereby acknowledges and agrees that the Property is sold subject to the rules and regulations of the town planning scheme applicable thereto, and the conditions under which the Development and the subdivision of the Development have been approved by the relevant authorities. These conditions have been imposed by the relevant authorities on approval of the subdivision and rezoning of the Development in terms of section 25(1) of Ordinance No 15 of 1985, and other legislation.
- 1.2 Without derogating from the generality of the above, the Purchaser acknowledges and agrees that he/she/it is aware that the Property forms part of the HOA. The effect hereof is that every registered owner and his/her/its successors in title of the Property, will automatically become a member of the HOA as soon as the Property has been transferred into his/her/its name. Such owner will immediately cease to be a member of the HOA if and when he/she/it is no longer a registered owner in respect of at least one property in the Development arising from the abovementioned subdivision referred to in clause 1.1 above.
- 1.3 The registered owner of the Property shall, as a member of the HOA, be entitled to and be subject to all privileges and obligations of a member of the HOA, as set out in the constitution of the HOA from time to time, which the Purchaser confirms he/she/it is aware of, and which is available on demand from the HOA or on the HOA's website at www.pvhoa.co.za. In particular, without derogating from the generality of the above, the Purchaser shall be obliged to pay the levies to the HOA, as determined from time to time in accordance with the provisions of the constitution of the HOA.
- 1.4 The Purchaser confirms that he/she/it is aware that whilst certain internal services of the Development, including potable water supply and sewerage, shall be maintained by the HOA and not by any local authority, normal rates and taxes are still payable to the local authority, i.e. the Drakenstein Municipality.

2 OBLIGATIONS TO BUILD AND PENALTIES

In order to maintain high standards and to ensure an attractive and harmonious development:-

- 2.1 subject to the provisions of clause 25.9 of the HOA's constitution, no building or structure may be erected on the Development and/or the external appearance (including the colour) or any existing or future building or structure may not be changed unless the architectural design plans and specifications (including materials) of such building or structure have been approved by the HOA;
- 2.2 all buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with clause 2.1 above;
- 2.3 any dwelling or improvements to be erected on the Development shall comply with the Architectural and Landscape Design Guidelines applicable to the Pearl Valley Golf and Country Estate or the Acres Development, as the case may be, and other specifications as set out therein, and:
- 2.3.1 the Purchaser may mandate an architectural firm of his choice to design and supervise the construction of the dwelling and other improvements to be erected on his Erf. Plans for any such dwelling or improvements shall be submitted to and be approved by the HOA, prior to submission thereof to the Local Authority;
- 2.3.2 an architectural scrutiny fee and a landscape scrutiny fee in such amounts as may be determined from time to time by the HOA, shall be borne and paid by the Purchaser to the

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HOA, together with the submission of the plans as aforesaid. The HOA shall have absolute discretion in approving or refusing to approve such plans and specifications.

- 2.4 The costs of preparing detailed building plans as well as the cost of obtaining Local Authority approval of any plans and scrutiny fees shall be payable by the Purchaser.
- 2.5 The Purchaser acknowledges that the erection of the dwelling and the establishment and landscaping of the garden shall be completed within:
- 2.5.1 24 (twenty-four) months after the date of registration of transfer of an Erf into the name of the Owner ("**Transfer Date**") in respect of Erven not in The Acres;
- 2.5.2 36 (thirty-six) months of the Transfer Date in the case of an Erf in The Acres that is less than 1 ha (one hectare) in extent; and
- 2.5.3 48 (forty-eight) months of the Transfer Date in the case of an Erf in The Acres that is 1 ha (one hectare) or more in extent.
- (the "**Final Date**") which may be extended by the HOA, which extension will only be valid if reduced to writing and signed by the HOA and the Purchaser. Completion shall have occurred only upon the issue of a Certificate of Completion and the issue of a Landscaping Certificate by the HOA.
- 2.6 If the Purchaser fails to complete the construction of the dwelling by the Final Date, the HOA shall charge a penalty levy to the Owner on such basis as the Trustees may determine from time to time (currently equal to two times a normal levy) in addition to the normal levy.
- 2.7 If the Purchaser fails to commence the construction of the dwelling by the Final Date, the HOA shall be entitled, without prejudice to any other rights which it may have in terms of this Constitution, and/or at law at its election to require the Purchaser, to landscape and irrigate the Erf at the cost and expense of the Purchaser, failing which the HOA shall be entitled to do same on the Purchaser's behalf and recover from the Purchaser all amounts so disbursed.
- 2.8 Notwithstanding anything to the contrary aforesaid:
- 2.8.1 and notwithstanding the fact that a Purchaser is up to date with payment of his Levies and any other amount that may be due to the HOA, in the event that the construction of the dwelling and the establishment and landscaping of the garden are not completed by the Final Date (or within such extended period as set out above), the rights to the use of the Golf Course and Club Facilities by the Purchaser shall automatically be suspended until such time as the construction of the dwelling and the establishment and landscaping of the garden have been completed which shall be evidenced by a Certificate of Completion and a Landscaping Certificate as referred to in 2.5 above;
- 2.8.2 in the event that the buildings have not been erected in accordance with the approved building plans and/or Architectural design guidelines, the HOA shall be entitled without prejudice to its other rights in terms of this Constitution or in law, to impose such fine as it may determine expedient from time to time on the Purchaser which amount shall be payable by the Purchaser on demand.
- 2.9 Notwithstanding anything to the contrary aforesaid, if construction of the dwelling and the establishment and landscaping of the garden have not been completed within the time period prescribed in this clause or within such extended period as may be granted as set out above the HOA shall, in its sole discretion be entitled to give notice in writing to the Purchaser to complete the construction of the dwelling, and the establishment and landscaping of the garden within a period of

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(seven) 7 months from the date of such notice and failing compliance with such notice, the HOA shall have the right to re-purchase the Erf from the Purchaser, who shall be obliged at its cost to re-transfer the Erf to the HOA at the original purchase price paid by the first purchaser of the Erf from the Developer, less any damages as may be suffered by the HOA consequent upon the Purchaser's breach and which shall include damages necessarily incurred by the HOA in the demolition and removal of any partially constructed buildings on the Erf. The Purchaser shall not be entitled to receive any compensation for any improvements made by it to the Erf.

- 2.10 Registration of the transfer pursuant to clause 2.9 above shall be attended to by the HOA's conveyancers and the Purchaser hereby irrevocably appoints the HOA as his attorney and agent for the purpose of signing the Power of Attorney to pass transfer and all other transfer documents as may be requisite in order to give effect to the foregoing.
- 2.11 The stipulations contained in this clause 2 shall be binding on the Purchaser and his successors in title and the Purchaser shall include such stipulations in a Deed of Alienation for the sale of the Erf to a purchaser thereof.
- 2.12 The HOA shall be entitled to withhold its consent to the transfer of the Erf unless the proposed Purchaser has undertaken in writing to be bound by this Constitution with effect from the date on which the Purchaser's obligations cease.
- 2.13 The proposed Purchaser shall not, prior to transfer, effect any improvements to the Erf without first obtaining the written consent of the HOA. Under no circumstances shall the HOA be liable to compensate the proposed Purchaser for any such improvements to the Erf, whether made with or without the HOA's consent.
- 2.14 The HOA shall provide a panel of pre-selected and accredited building contractors and the Purchaser shall select a building contractor from such panel, alternatively a building contractor of his own choice to be approved by the HOA, to erect any improvements on the Erf, and the Purchaser shall sign an agreement with such contractor for the construction of improvements on the Erf.
- 2.15 The foregoing obligations relating to the erection of a dwelling on each Erf shall not apply to the erven still registered in the name of the Developer whether separately or as part of the remainder of the Land.
- 2.16 It shall always remain an Owner's obligation to ensure that he is in possession of the latest version of the documentation referred to in clause 25.4.2 of the HOA's constitution.

3 LIABILITY

- 3.1 In the event that more than 1 (one) person is purchasing the Property jointly, the Purchasers shall be jointly and severally liable for all of their obligations in terms of this Agreement.
- 3.2 Should this Agreement be signed by a person entering into this Agreement as trustee or agent for a company to be incorporated as the Purchaser in terms hereof -
- 3.2.1 such company shall be duly incorporated within 30 (thirty) days of signature hereof by the Purchaser;
- 3.2.2 such company shall duly adopt, ratify and render itself bound by this Agreement within 5 (five) days after the date of incorporation of the company;
- 3.2.3 the provisions of the Companies Act No 71 of 2008 applicable to pre-incorporation contracts, must be duly and properly complied with; and

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3.2.4 the person so signing this Agreement shall be deemed to have entered into this Agreement as Purchaser in his/her/its personal capacity should the provisions of clause 3.4.1 to 3.4.3 above not be complied with strictly in accordance with applicable legislative provisions concerning incorporation and pre-incorporation contracts.

3.3 The person signing this Agreement on behalf of any company or company to be formed, close corporation or trust, as aforesaid, shall be liable, jointly and severally, with the Purchaser to the HOA as surety and co-principal debtor for all the obligations of the Purchaser to the HOA arising out of or in connection with this Agreement and renounces the benefits of excussion and division.

4 PAYMENT OF HOA LEVIES

4.1 The Purchaser undertakes to ensure that all HOA levies are paid by way of bank debit order. Attached as **Annexure 1** is the debit order authority required in this regard.

4.2 The Purchaser acknowledges and accepts that the levy payable to the HOA includes an amount in accordance with the Memorandum of Agreement regarding reciprocal access and use of facilities signed between the HOA and the Val De Vie HOA in June 2024 (refer to clause 7 below).

5 ACRES EXIT LEVY

5.1 The Purchaser acknowledges that when an Acres Owner Alienates an Acres Erf, an amount of 1% of the purchase price payable to the Acres Owner (or if there is no purchase price paid or payable, then 1% of the fair market value of the Acres Erf) in respect of such Alienation, but up to a maximum of R116 480, shall be payable by the Acres Owner to the HOA as an exit fee (“Exit Fee”).

5.2 The Exit Fee will be retained by the HOA as part of the clearance to be obtained from the HOA in respect of registration of transfer of the Acres Erf in the name of the Purchaser.

5.3 The maximum amount payable by the Acres Owner to the HOA as an Exit Fee can be adjusted annually by the trustees of the HOA in accordance with the provisions of the HOA constitution, provided such increase shall not be more than the prevailing rate of inflation in South Africa at the time of such increase.

5.4 The Exit Fee shall not be payable in the event of –

5.4.1 a Distressed Sale

5.4.2 transfer of the Acres Erf from an individual to a family trust where such individual is the founder of the trust and a beneficiary of the trust; and

5.4.3 transfer of the Acres Erf to a deceased estate, to a surviving spouse or to a direct family member.

5.5 For purposes of clause 5.4 above, a “Distressed Sale” means –

5.5.1 a distressed sale or a sale in execution where a bank or financial institution as mortgage bond holder in respect of an Acres Erf legally attaches and sells such Acres Erf due to failure of the relevant Acres Owner to fulfil its obligations towards such mortgage bond holder;

5.5.2 a sale where a bank or financial institution as mortgage bond holder in respect of an Acres Erf assists an Acres Owner with the sale of such Acres Erf in accordance with the requirements of the relevant mortgage bond holder’s formal programmes to assist distressed customers to sell their immovable properties in instances of failure of the relevant Acres Owner to fulfil its obligations towards the relevant mortgage bond holder; and/or

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5.5.3 where a bank or financial institution as mortgage bond holder in respect of an Acres Erf legally attached an Acres Erf due to failure of the relevant Acres Owner to fulfil its obligations towards the said mortgage bond holder and took transfer of the said Erf and thereafter sold such Acres Erf;

5.6 Where the Acres Owner is a company or a close corporation or a trust, the Alienation by a shareholder or member or beneficiary of the Acres Owner of his shares or member's interest or interest in the Acres Owner shall be deemed to be the Alienation of the Acres Erf and the provisions of clauses 5.1 tot 5.4 above shall apply mutatis mutandis to such transaction.

5.7 The Purchaser acknowledges that the HOA shall withhold consent for the clearance if the amount payable in terms of this clause 5 has not been paid, or a satisfactory undertaking to pay against transfer has not been furnished to the HOA.

6 THE GOLF COURSE, CLUB, CLUB FACILITIES AND RECREATIONAL FACILITIES

6.1 By acquiring the Property, the Purchaser acknowledges and agrees that he/she/it shall automatically become a member of the Club (as defined in the HOA's constitution) from the date on which he/she/it becomes the registered owner of the Property ("**Transfer Date**") and shall remain a member of the Club for so long as he/she/it is the registered owner of the Property, it being compulsory for the Purchaser as a property owner to become and so remain a member of the Club.

6.2 The Purchaser shall be entitled, as a member, to make use of the Club Facilities (as defined in the HOA's constitution) and/or Recreational Facilities (as defined in the HOA's constitution) and/or acquire playing rights in respect of the Golf Course (as defined in the HOA's constitution) in accordance with the Club rules as formulated from time to time, depending on his/her/its category of membership.

6.3 In the event that the Purchaser sells the Property, the Purchaser's membership of the Club shall lapse upon transfer of the Property to the new purchaser. The new purchaser shall likewise be obliged to become a member of the Club and shall pay the entrance fee and Club subscription fees. The Purchaser acknowledges that an entrance fee shall be payable by him/her/it for the aforesaid Club membership, which entrance fee shall be determined in accordance with the provisions of the HOA's constitution and shall be payable by the Purchaser on the Transfer Date.

6.4 The Purchaser further acknowledges he/she/it shall make payment of the annual subscription fee ("**Subscription Fee**") in respect of this Club membership on the Transfer Date, failing which the right to use the Golf Course, Club Facilities and Recreational Facilities shall automatically be suspended until the Subscription Fee has been paid. The Purchaser shall be obliged to pay his/her/its Subscription Fee even though his/her/its Membership has been suspended and the Purchaser shall not be entitled to claim a discount or a rebate on his/her/its Subscription Fee during the period of his/her/its suspension.

6.5 Subscription Fees shall be payable as determined from time to time in accordance with the Club constitution.

7 FURTHER ACKNOWLEDGEMENTS

7.1 For the interpretation of clauses 7.2 to 7.6 below, the following terms will have the meaning as set out hereunder –

7.1.1 "**Val de Vie Development**" means the developments known as the Val de Vie Winelands Lifestyle Estate and the Val de Vie II Estate developments adjacent to the Development ;and

- 7.1.2 “**Val de Vie HOA**” means the formally constituted homeowners association of the Val de Vie Development.
- 7.2 The Purchaser acknowledges that –
- 7.2.1 the Development is adjacent to the Val de Vie Development;
- 7.2.2 the Development and the Val de Vie Development are separate and independent entities, each with their own homeowners’ association;
- 7.2.3 the Development is not part of the Val de Vie Development and the Purchaser will have no rights or entitlements in respect of the Val De Vie Development other than expressly recorded in this document;
- 7.2.4 the two homeowner associations have entered into agreements whereby:
- 7.2.4.1 security of the two developments is managed jointly; and
- 7.2.4.2 Members of both homeowner associations are currently entitled to reciprocal access and use of facilities on both Developments, subject to the terms of a Memorandum of Agreement signed in June 2024;
- 7.2.5 the agreement regarding reciprocal access and use of facilities may be terminated by either HOA upon three months’ notice and there is therefore no commitment, representation or expectation that the rights of reciprocal access and use of facilities will continue in perpetuity; and
- 7.2.6 when visiting the Val De Vie Development, HOA members must comply at all times with the Val De Vie Estate Rules as published by the Val de Vie HOA and amended from time to time and may be issued with fines and penalties for transgressions of those Rules.

8 DISPUTE RESOLUTION

- 8.1 Any Party may demand that a dispute be determined in terms of this clause 8 by written notice given to the other Parties in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 8.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 8.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 8.4 The arbitration shall be held –
- 8.4.1 at Cape Town;
- 8.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
- 8.4.3 otherwise in terms of the Arbitration Act, No 42 of 1965 (“**Arbitration Act**”), unless otherwise provided for herein.

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- 8.5 The arbitrator shall be a practicing advocate of the Cape Bar of at least ten years' standing, appointed by agreement between the parties to the dispute, subject to clause 8.6.
- 8.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 8.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either Party to the dispute.
- 8.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 8.8.
- 8.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 8.7 at the instance of any of the parties to the dispute.
- 8.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 8.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 8.1 shall be resolved strictly in accordance with the provisions of this clause 8. The Parties accordingly agree and undertake as follows -
- 8.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 8.10.2 that it shall not make any application as contemplated in terms of section 20(1) of the Arbitration Act; and
- 8.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

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ANNEXURE 1

DEBIT ORDER AUTHORISATION

(To be completed by the Purchaser)

FROM:

SG NUMBER		REGISTERED OWNER	
ADDRESS			
TELEPHONE NUMBER		EMAIL ADDRESS	
BANK NAME		BRANCH NAME	
BRANCH NUMBER		ACCOUNT NUMBER	
TYPE OF ACCOUNT		NAME OF ACCOUNT	

TO:

PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS' ASSOCIATION

I/We hereby request, "instruct" and authorise you to draw against my/our account with the abovementioned bank or any other bank or branch to which I/we may transfer my/our Account the amount necessary for payment of the monthly estate levy, water account and all other HOA related charges. All such withdrawals for my/our bank account by you shall be treated as though they had been signed by me/us personally. These withdrawals will be updated for inflationary increases as and when required.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher: I/We agree to pay any bank charges relating to this debit orders instruction.

This authority may be cancelled by me/us by giving you a thirty-day notice in writing, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you. Before canceling this debit order I/we shall settle all outstanding future obligations owing in terms of the contract between the parties. Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank (whichever it is our will be).

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ASSIGNMENT:

I/we acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not code or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed **on this** **day of** **20**

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ANNEXURE 2

MEMBER INFORMATION FORM

(To be completed by the Purchaser)

DATE

ERF / UNIT NUMBER				REGISTRATION DATE			
PRIVATE PERSON		COMPANY		TRUST		OTHER	
ID/REG NO				VAT NO			
LAST NAME/REG NAME				FIRST NAME			
TITLE				EMAIL ADDRESS			
TEL NUMBER				CELL NUMBER			
POSTAL ADDRESS				PHYSICAL ADDRESS			
CONTACT PERSON				TEL NUMBER			
RELATION				EMAIL ADDRESS			
PERSON RESPONSIBLE FOR PAYMENT OF ACC				TEL NUMBER			
RELATION				EMAIL ADDRESS			
HOW WOULD YOU LIKE TO RECEIVE YOUR ACCOUNT	PER EMAIL			PER POST (BOX ADDRESS)		PER POST (PHYSICAL ADDRESS)	
HOW WOULD YOU LIKE TO PAY YOUR ACCOUNT	DEBIT ORDER			EFT		WHEN PAYING BY EFT PLEASE USE YOUR ACCOUNT NUMBER AS A REFERENCE	

ANNEXURE 3

DECLARATION BY PURCHASER

(To be completed and signed by the Purchaser)

I, the undersigned

[INSERT PURCHASER'S FULL NAMES]

hereby declare that I have studied the following documents:

1. the HOA's Constitution and Estate Rules
2. the HOA's Architectural and Landscape Design Guidelines;
3. the HOA's Building Rules and Regulations;
4. the Memorandum of Agreement between the HOA and the Val de Vie Winelands Lifestyle Estate Homeowners Association regarding reciprocal access and use of facilities; and
5. any relevant annexures to the documents listed above.

I further declare and confirm that I am satisfied with the contents of the aforesaid documents and accept that the deed of sale concluded between myself and the registered owner of the Property will be subject to the provisions thereof.

THUS SIGNED at _____ on this _____ day of _____ 20_____.

THE PURCHASER

AS WITNESSES:

1. _____
2. _____