

325

DENEYS REITZ INC
15 Alice Lane
Sandton

Prepared by me

CONVEYANCER
BEMBRIDGE A F

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

appeared before me, REGISTRAR OF DEEDS at Pretoria, he the said Appearer
being duly authorised thereto by a Power of Attorney signed at SANDTON on
_____ and granted to him by

LEAD WOOD DEVELOPMENT COMPANY (PROPRIETARY) LIMITED
Registration Number 2007/012730/07

And the Appearer declared that his said principal had truly and legally sold on _____ and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

PURCHASER

their Successors in Office or assigns, in full and free property

PORTION _____ (PORTION OF PORTION 2) OF THE FARM
HAPPYLAND NO. 241,
REGISTRATION DIVISION K.T.,
LIMPOPO PROVINCE

MEASURING _____ (_____) HECTARES / SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer Number T 34100/1965 with
Diagram SG No. 431/2010 relating thereto and held by Deed of Transfer
Number T159208/2007

SUBJECT to the following conditions:-

- A. BY Notarial Deed No. K1342/1998S dated 25 February 1998 the withinmentioned property is entitled to a perpetual servitude of right of way 5 metres wide over the Remainder of Portion 10 (a portion of portion 2) of the farm Grovedale No. 239, registration division K.T. in extent 225,2777 hectares, as will more fully appear from reference to the said Notarial Deed.
- B. BY Notarial Deed No. K6502/1998S dated 8 July 1998 the withinmentioned property is entitled to a perpetual servitude of right of way 5 metres wide over the Remainder of Portion 2 of the farm Grovedale No. 239, registration division K.T. in extent 296,0663 hectares together with additional rights as will more fully appear from reference to the said Notarial Deed.
- C. Except with the written consent of the responsible authority, and subject to such conditions as it may impose neither the owner nor any other person shall:-
 - 1) have the right, except to prepare the erf for building purposes, to excavate any material therefrom;

- 2) have the right to sink any wells or boreholes thereon or abstract any subterranean water therefrom.
- D. Where it is impracticable for storm water to be drained from higher lying properties direct to a public street, the owners of the lower-lying properties shall be obliged to accept and permit the passage over their properties of such storm water : Provided that the owner of any higher-lying property the storm water from which is discharged over any lower-lying property shall be liable to pay a proportionate share of the cost of any pipeline or drain that the owner of such a lower-lying property may find necessary to lay or construct for the purpose of conducting the water so discharged over the property.
- E. Certain areas of the portion are situated in an area that has soil conditions that could detrimentally affect the buildings and structures and be the cause of damage. Building plans which are submitted to the local authority for approval must contain remedial actions which are in accordance with the recommendations contained in the geo-technical report that was compiled for the township so as to eliminate possible damage to buildings and structures as a result of the unfavourable soil conditions, unless proof can be submitted to the local authority that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.
- F. The owner of a portion shall become and, whilst he is the registered owner of the property, remain a member of the Land Owners Association, Lead Wood Home Owners Association, formed in terms of Section 21 of the Act on Companies, 1973 (Act 61 of 1973) and hereafter referred to as the "Association".
- G. The owner of the portion shall not sell the property to any person who has not bound himself to become a member of the Association with effect from the date of transfer of the property in that person's name, nor shall the purchaser be entitled to transfer the property unless and until he has received from the Association a certificate stating that all amounts owing by the purchaser to the Association have been paid.
- H. The owner of the portion shall conform to and comply with the rules formulated from time to time by the directors of the Association in

accordance with the powers vested in them in the Articles of Association of the Association; and

- I. The owner of the portion shall whilst he is a member of the Association, and with effect from the possession and occupation date, pay all fees, levies and/or special levies raised and charged by the Association against the members of the Association.
- J. No boundary fences shall be erected between the portions.
- K. The siting of buildings, including outbuildings, on any property and of entrances to and exists from a public street system shall be to the satisfaction of the Association and responsible authority.
- L. All landscaping, buildings or structures to be erected on the portion shall be in accordance with the rules, regulations and architectural requirements of the Association. No building or structure may be erected or landscaping undertaken before written approval of the Association is obtained. The local authority may not approve any building or landscaping plans before proof is provided of the mentioned written approval of the Association.
- M. The registered owner is responsible for the maintenance of the whole development on the property. If the Association is of the opinion that the property of any portion of the development, is not being satisfactorily maintained the Association shall be entitled to undertake such maintenance at the cost of the registered owner.
- N. The portion is subject to a servitude 15 meter wide in favour of the Association, for access and other services long an alignment as determined by the Association if and when required by the mentioned Association : Provided that the Association may dispense with any such servitude.
- O. No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted with the area of such servitude or within 2 meters thereof.

- P. The Association shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude area such material as may be excavated by it during the course of construction, maintenance or removal of such sewerage, other services and other works as it, to 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, other services and other works being made good by the Association.
- Q. All the mentioned properties shall be subject to a condition that the existing roads as well as proposed roads as may be determined by the Developer/Lead Wood Home Owners Association shall be utilized for game viewing, access to all other facilities and to provide access to portions 346 to 433.
- R. All the mentioned properties shall further be subject to a condition that the existing as well as proposed infrastructure, water sources, services and other supporting facilities, may cross the subject properties, be utilized and maintained, as may be determined by the Developer/Lead Wood Home Owners Association in favour of the Lead Wood Home Owners Association.
- S. The properties are further subject to the conditions as stipulated in the Maruleng Land Use Management Scheme or further amendments thereof.
- T. A Member shall not in any manner Alienate or transfer a Portion or any undivided share therein without the prior consent of the Lead Wood Home Owners Association. The Lead Wood Home Owners Association is obliged to give its consent provided:-
- i) The proposed transferee consents and agrees in such a manner as the Lead Wood Home Owners Association may require to become and remain a Member of the Lead Wood Home Owners Association for the duration of his ownership of the Portion.
 - ii) A clearance certificate has been issued by the Lead Wood Home Owners Association to the effect that all monies due to the Lead

Wood Home Owners Association by the Member have been paid, or that provision has been made to the satisfaction of the Lead Wood Home Owners Association for the payment thereof.

- iii) The Lead Wood Home Owners Association has certified that the Member is not in breach with any provision of these Articles or the Rules.
- U. The Lead Wood Home Owners Association will at all times be a member of the Blue Canyon Game Conservancy.
- V. The entire Portion other than the area of the Building area being the centre point, with an area equal to a circle of a radius of 17 (seventeen) metres, is subject to a servitude in favour of the Lead Wood Home Owners Association for constructing roads and laying services and for wildlife conservation purposes.
- W. The only area of the Portion that may be inhabited and improved by the Purchaser is within the Building Area, and no areas may be fenced without the approval of the Developer.
- X. The purchaser will not be permitted to sink any boreholes on the Portion without the written consent of the Developer.
- Y. The Portion is sold subject to a restriction registered in the title deeds of the Portion that it may not be subdivided.
- Z. The Purchaser acknowledges and accepts that he will have no commercial rights in terms of the use of his Portion.
- AA. No time share or share block schemes may be operated on the Property or any Portion.
- BB. The Purchaser acknowledges and accepts that the Property will be open to the Blue Canyon Game Conservancy and subject to the natural movement of game between the Blue Canyon Game Conservancy and the Property and that the entire Property in respect of its wild animals, fish, indigenous birds and indigenous plants, geological, historical, ethnological, educational and scientific aspects is managed and

controlled by the Developer and Blue Canyon Game Conservancy in accordance with generally accepted conservation principles. Any decision in this regard will be made by the Developer, whose decision is final and binding on the Purchaser and its successors in title.

SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all right and title which the said

LEAD WOOD DEVELOPMENT COMPANY (PROPRIETARY) LIMITED
Registration Number 2007/012730/07

heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

PURCHASER

their Successors in Title or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R_____ (_____ RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at Pretoria on

q.q.

In my presence

REGISTRAR OF DEEDS