

AGREEMENT OF SALE BIRNAMWOOD ECO VILLAGE

THIS AGREEMENT is made and entered into by and between:

1. KOTZE FAMILY TRUST (IT1246/2005/PMB)
(hereinafter referred to as "the Seller")

Physical Address: _____

Email: kelvin@catchway.co.za

AND

2. _____

ID / Registration No: _____
(hereinafter referred to as "the Purchaser")

Physical Address: _____

Email: _____

1.
THE PROPERTY

1.1 The Seller hereby sells to the Purchaser who hereby purchases:

Proposed Portion _____ (of Portion 140) of the Farm Driefontein No. 952, Registration Division FT, uMngeni Municipality, KwaZulu-Natal, in extent approximately _____ m², as shown on Survey Diagram SG No. _____, attached marked *Annexure A*.

1.2 The Purchaser acknowledges that the final extent may vary marginally subject to Surveyor-General approval, and such variation shall not give rise to cancellation or price adjustment.

1.3 The property forms part of the development known as:

****BIRNAMWOOD ECO VILLAGE****

2.
INTERPRETATION

2.1 In this Agreement, unless the context indicates otherwise:

"Agreement" means this Agreement of Sale and all annexures hereto.

"Architectural Rules" means the approved architectural and building guidelines applicable to Birnamwood Eco Village, as amended from time to time, and attached as Annexure B.

"Building Contract" means the separate contract to be concluded between the Purchaser, and the appointed/accredited builder for the construction of any dwelling or structure on the Property.

"Effective Date" means the date of signature of this Agreement by the last-signing party.

"Levy" means the estate levy payable by the Purchaser as determined in terms of clause 7 and the POA Constitution.

"Parent Property" means the Remaining Extent of Portion 140 of the Farm Driefontein No. 952 referenced in the POA Constitution, which retains development and rezoning rights.

"POA" means the Birnamwood Eco Village Property Owners Association NPC, established in terms of the POA Constitution and incorporated herein by reference.

"POA Constitution" means the constitution governing the POA, attached as Annexure C, and binding upon all owners within the development;

"Property" means the land described in clause 1.

"Purchaser" means the party described on page 1 of this Agreement.

"Reserved Rights" means the rights contained in clause 10 of this Agreement and further set out in the POA Constitution, including the right of the Seller/Developer to continue development, rezoning, subdivision and construction activities within the development.

"Rules" means the conduct, operational, architectural, environmental and building rules adopted by the POA.

"Seller" means the Kotze Family Trust (IT1246/2005/PMB).

"Transfer" means registration of transfer of the Property into the Purchaser's name in the Deeds Registry.

2.2 Words importing:

2.2.1 the singular shall include the plural and vice versa.

2.2.2 any gender shall include the other gender.

2.2.3 persons shall include legal entities and vice versa.

2.3 The headings in this Agreement are for convenience only and shall not be used in interpretation.

2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations, then, notwithstanding that it appears in this clause, effect shall be given to it as if it were a substantive clause in the body of this Agreement.

3.
PURCHASE PRICE

3.1 The purchase price payable by the Purchaser to the Seller for the Property is:

R _____ Rand)

("the Purchase Price") payable as set out in clause 4.

3.2 The purchase price is VAT inclusive / VAT exclusive (delete whichever is not applicable). If VAT becomes applicable after signature of this Agreement, the Purchaser shall pay the VAT component on demand.

4.
PAYMENT AND GUARANTEES

4.1 The Purchaser shall pay a deposit of:

R _____ Rand)

("the Deposit") within **7 (seven) days** of signature of this Agreement.

4.2 The Deposit shall be paid to the Conveyancers, who shall hold such Deposit in trust pending Transfer. All interest earned thereon shall accrue to the Purchaser until the date of Transfer.

4.3 The balance of the Purchase Price shall be secured by way of:

a) a bank guarantee acceptable to the Seller; or

b) an attorney's trust receipt; or

c) such other form acceptable to the Seller in its sole discretion.

4.4 The guarantee or security as contemplated in clause 4.3 shall be furnished within **45 (Forty-Five) days** of the Effective Date.

4.5 Should the Purchaser fail to timeously comply with this clause; the Seller may give the Purchaser **7 (Seven) days' written notice** to remedy the breach. Should the Purchaser fail to comply within that notice period, the Seller may, without prejudice to any other rights:

4.5.1 cancel this Agreement.

4.5.2 enforce specific performance together with damages and interest.

5. BOND

- 5.1 This Agreement *is / is not* subject to the approval of a mortgage bond (delete whichever is not applicable).
- 5.2 Where applicable, the Purchaser shall apply for a mortgage bond in the amount of:
R _____ Rand)
within **7 (Seven) business days** of signature of this Agreement.
- 5.3 The Purchaser shall diligently pursue such loan application and provide any supporting documentation reasonably required by the financial institution.
- 5.4 If the bond is not approved within **45 (Forty-Five) days**, this Agreement shall lapse unless:
- 5.4.1 extended by written agreement; or
- 5.4.2 the Purchaser waives the bond condition in writing.
- 5.5 Should the Purchaser fail to make reasonable efforts to secure financing, fail to provide supporting documentation, or voluntarily withdraw from the application process, the Purchaser shall be deemed to have breached the Agreement, and the Seller may invoke clause 4.5.1 or 4.5.2.

6. MEMBERSHIP OF PROPERTY OWNERS ASSOCIATION

- 6.1 The Purchaser acknowledges that the Property forms part of the development known as **Birnamwood Eco Village**, and that ownership of the Property automatically confers compulsory membership of the Birnamwood Eco Village Property Owners Association NPC ("the POA").
- 6.2 From the date of Transfer, the Purchaser shall be bound by:
- 6.2.1 the POA Constitution.
- 6.2.2 the Architectural Rules.
- 6.2.3 the Conduct and Operational Rules.
- 6.2.4 the Environmental and Landscaping Guidelines.
- 6.2.5 any amendments lawfully adopted by the POA, subject to the Reserved Rights as provided for in clause 10.
- 6.3 The Purchaser acknowledges that failure to comply with the Constitution or Rules may result in:

- 6.3.1 penalties imposed by the POA.
- 6.3.2 suspension of access or biometric rights.
- 6.3.3 legal enforcement and recovery of costs.

7. LEVY OBLIGATION

- 7.1 The Purchaser acknowledges that levies are payable to the POA for estate management, security, environmental upkeep, and reserve fund requirements.
- 7.2 The levy applicable to the Property shall be calculated as follows:
 - **Base Levy:**** R950 (Nine Hundred and Fifty Rand)
 - **Plus:**** R1.25 (One Rand Twenty-Five) *per square metre of erf size*
- 7.3 Levies become payable from the date of Transfer.
- 7.4 The levy structure may only be amended by:
 - 7.4.1 a resolution of the Trustees,
 - 7.4.2 approved by a vote of Members in accordance with the POA Constitution, and
 - 7.4.3 subject to the Seller's Reserved Rights until handover of governance per clause 10.
- 7.5 Non-payment of levy fees may result in interest, penalties, legal action, suspension of estate access, and withholding of clearance certificates required for transfer or construction.

8. ARCHITECTURAL CONTROL AND BUILDING RULES

- 8.1 No building, structure, extension, alteration, wall, gate, or improvement of any nature may be erected or commenced on the Property unless:
 - 8.1.1 detailed plans are first submitted to and approved in writing by the POA Architectural Committee; and
 - 8.1.2 all such works comply fully with the Architectural Rules.
- 8.2 The Purchaser shall construct any dwelling or improvement using a builder who has been accredited by the POA.
- 8.3 There is no obligation on the Purchaser to commence building within a specified period; however, the Purchaser acknowledges that:

- 8.3.1 The POA may, after a minimum period of ****Three (3) years**** from Transfer, and subject to the Seller's veto rights, impose reasonable building commencement timelines applicable to all erven within the estate.

9.

USE RESTRICTIONS AND SHORT-TERM LETTING

- 9.1 The Property may not be used for any unlawful purpose or for activities which may constitute a nuisance, cause excessive traffic, noise, or disrupt the residential nature of the estate.
- 9.2 No short-term letting is permitted, including but not limited to Airbnb, Booking.com, guest accommodation, transient lodging, or any occupation shorter than ****90 consecutive days****, unless:
- 9.2.1 the prior written consent of the Seller is obtained while the Seller retains Reserved Rights; and thereafter
- 9.2.2 the POA approves such use in terms of its Rules, subject to the Seller's continued veto rights during the transitional period.

10.

RESERVED RIGHTS

- 10.1 The Purchaser acknowledges that the Seller retains ongoing development rights over the Parent Property and any other unsold erven within Birnamwood Eco Village.
- 10.2 Without limiting the generality of clause 10.1, the Purchaser irrevocably agrees and acknowledges that the Seller shall be entitled to:
- 10.2.1 lodge and obtain approvals for rezoning, consent use, subdivisions, consolidations, and building plan approvals at any time.
- 10.2.2 erect temporary or permanent infrastructure, including roads, civil services, stormwater works, fencing, signage, utilities, and construction facilities.
- 10.2.3 conduct construction operations, including heavy vehicle access, earthworks, material storage, and site establishment, which may result in dust, noise and traffic during development phases;
- 10.2.4 amend or update estate rules, architectural controls, and levies in consultation with the POA, subject to the Seller's veto rights; and
- 10.2.5 market, advertise, and operate a sales office, show houses, or display platforms within the estate.

10.3 The Purchaser, by signing this Agreement, irrevocably waives any right to object to or challenge the continuation or exercise of the above rights, whether contractually, administratively, or in law.

10.4 The Reserved Rights will remain in full force and effect until:

- 10.4.1 all erven in the development have been transferred from the Seller; and
- 10.4.2 completion of primary civil and infrastructure work in the estate; and
- 10.4.3 written notice of governance handover has been issued to the POA by the Seller.

11. TRANSFER, OCCUPATION AND RISK

11.1 Transfer of the Property shall be attended to by the appointed conveyancers:

STOWELL & CO, PIETERMARITZBURG
REPRESENTED BY: ZIA SIMPSON
Zia@Stowell.co.za
0338450500

11.2 Transfer shall occur as soon as reasonably possible after:

- 11.2.1 compliance with clause 4 and clause 5; and
- 11.2.2 all necessary regulatory and conveyancing requirements have been fulfilled.

11.3 Risk in and to the Property shall pass to the Purchaser on date of Transfer.

11.4 The Purchaser shall not be entitled to occupation, storage of materials, or commencement of construction on the Property until Transfer and written clearance from the POA is issued.

11.5 The Seller shall not be liable for any delays arising from:

- 11.5.1 municipal approvals.
- 11.5.2 land survey or diagram amendments.
- 11.5.3 conveyancing backlogs.
- 11.5.4 registry delays or statutory requirements.

12. WARRANTIES

12.1 The Seller warrants that it is the lawful owner of the Property and entitled to sell same.

12.2 The Purchaser acknowledges that:

- 12.2.1 the Property is purchased ****voetstoots****.
- 12.2.2 no representations or warranties exist other than those expressly contained herein.
- 12.2.3 the estate remains under phased development and conditions typical of a developing estate may be present.

13. BREACH

13.1 Should either party breach any term of this Agreement and fail to remedy such breach within ****7 (seven) days**** of receiving written notice calling upon such party to do so, the aggrieved party shall be entitled, without prejudice to any other rights in law, to:

- 13.1.1 enforce specific performance with or without damages; or
- 13.1.2 cancel this Agreement by written notice and claim damages.

13.2 In the event that the Purchaser breaches:

- 13.2.1 any payment obligation; or
- 13.2.2 the levies or POA compliance obligations; or
- 13.2.3 any clause requiring signatures, guarantees, or conveyancing cooperation, then the Seller shall be entitled to cancel this Agreement and retain the Deposit as ****pre-estimated liquidated damages****, without prejudice to additional claims for loss suffered.

13.3 Any legal costs incurred by the Seller arising from the enforcement of this Agreement shall be recoverable from the Purchaser on an attorney-and-client scale.

14. PENALTIES

14.1 The Purchaser acknowledges that the POA may levy penalties for:

- 14.1.1 non-payment of levies.
- 14.1.2 construction violations.
- 14.1.3 breach of Rules or Architectural Guidelines.
- 14.1.4 unlawful short-term letting.

14.2 Such penalties may include monetary fines, suspension of access rights, withholding of clearance certificates, or legal proceedings.

15. DISPUTE RESOLUTION

15.1 Any dispute arising from this Agreement shall first be referred to internal mediation by the POA.

15.2 If unresolved within ****14 (fourteen) days****, the matter shall be referred to binding arbitration under the rules of the ****Arbitration Foundation of Southern Africa (AFSA)****.

15.3 The arbitration:

- 15.3.1 shall be seated in Pietermaritzburg or such other venue agreed in writing.
- 15.3.2 shall be conducted in English.
- 15.3.3 shall be final and binding on both parties.

16. NOTICES

16.1 The parties select the following addresses as their ****domicilium citandi et executandi**** for purposes of legal notices:

****Seller:****

Kotze Family Trust (IT1246/2005/PMB)

Email: kelvin@catchway.co.za

Physical Address: 73 Villiers Drive, Clarendon, Hilltops office Park

****Purchaser:****

Email: _____

Physical Address: _____

16.2 Notices delivered to the selected domicilium address shall be deemed received:

- 16.2.1 if delivered by hand — on the date of delivery.
- 16.2.2 if sent by email — on the date of transmission unless proven otherwise.

- 16.2.3 if sent by registered mail — on the 5th business day after posting.

17.
NON-VARIATION AND WAIVER

- 17.1 No amendment, variation, relaxation, or waiver of any provision of this Agreement shall be of any force or effect unless reduced to writing and signed by both the Seller and the Purchaser.
- 17.2 No indulgence, leniency, extension of time, or omission by the Seller shall constitute a waiver of any right, nor prevent the Seller from enforcing strict compliance thereafter.

18.
ENTIRE AGREEMENT

- 18.1 This Agreement constitutes the ****entire agreement**** between the parties relating to the sale of the Property and supersedes all prior discussions, negotiations, undertakings, or understandings, whether oral or written.
- 18.2 The Purchaser acknowledges that no representations, warranties, promises, guarantees or undertakings have been made by the Seller other than those expressly recorded in this Agreement.

19.
CESSION AND ASSIGNMENT

- 19.1 The Purchaser shall not cede, transfer, assign, or otherwise dispose of any rights or obligations under this Agreement to any third party without the Seller's ****prior written consent****, which may be granted, withheld, or made conditional at the Seller's sole discretion.
- 19.2 Should such consent be granted, the Purchaser shall remain jointly and severally liable for all obligations until Transfer has been affected.

20.
SEVERABILITY OF TERMS

- 20.1 Should any provision of this Agreement be found invalid, unlawful, or unenforceable, such provision shall be severed from the remainder of the Agreement, which shall remain binding and enforceable.

21.
COSTS AND TRANSFER

21.1 All conveyancing fees, transfer duty (if applicable), VAT adjustments, bond registration fees, cancellation fees, and disbursements shall be payable by the Purchaser.

21.2 The Purchaser undertakes to sign all transfer documentation promptly when called upon to do so.

22.
SIGNATURE IN COUNTERPARTS

22.1 This Agreement may be executed in counterparts, and electronic or scanned signatures shall be deemed valid for purposes of contractual formation, provided originals are supplied upon request.

23.
SIGNATURES

THUS DONE AND SIGNED by the parties on the dates and at the places indicated below.

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

For and on behalf of:
KOTZE FAMILY TRUST (IT1246/2005/PMB)
as SELLER

Name: _____

Capacity: _____

Signature: _____

AS WITNESSES:

1. _____ Signature: _____

2. _____ Signature: _____

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

PURCHASER

Full Name: _____

ID / Reg No.: _____

Signature: _____

AS WITNESSES:

1. _____ Signature: _____

2. _____ Signature: _____

24. ANNEXURE INDEX

The following annexures are deemed to form part of this Agreement:

- Annexure A: Survey Diagram / SG Reference Plan (once issued)
- Annexure B: Architectural & Building Rules
- Annexure C: POA Constitution (Birnamwood Eco Village POA NPC)
- Annexure D: Levy Schedule (R950 + R1.25/m² model)
- Annexure E: Reserved Rights Addendum
- Annexure F: Site Access & Builder Accreditation Rules
- Annexure G: Conveyancer Details & Transfer Requirements
- Annexure H: Key Facts Sheet (Purchaser Summary)

Where any annexure is not yet available at the time of signature, the Purchaser confirms that they have reviewed and accepted the latest revision made available by the Seller or POA.

25. PURCHASER ACKNOWLEDGEMENT SHEET

The Purchaser acknowledges and confirms the following:

- ✓ I understand that ownership automatically requires membership in the Birnamwood Eco Village Property Owners Association.
- ✓ I acknowledge and accept the levy formula: **R950 base levy plus R1.25 per square metre**.
- ✓ I acknowledge the Seller retains Reserved Rights including future rezoning, subdivision, development and construction activities within the estate and surrounding Parent Property.
- ✓ I acknowledge that **short-term letting (including Airbnb or similar platforms)** is prohibited unless authorised by the Seller (and thereafter the POA, subject to retained veto rights).
- ✓ I understand there is **no mandatory building commencement deadline**, but building rules may evolve after a minimum of 3 years.
- ✓ I understand that only POA-accredited builders may construct any dwelling or structure.
- ✓ I confirm I have read and understand the Architectural Rules and Conduct Rules.
- ✓ I understand the estate is under phased construction and accept associated noise, traffic, dust, vehicles and temporary disruption consistent with an active development environment.
- ✓ I accept that penalties may be applied for non-compliance with POA rules or levies.

26. FINAL DECLARATION

By signing this page, the Purchaser confirms that:

- They have read the entire Agreement and all Annexures;
- They understand the obligations of ownership within Birnamwood Eco Village;
- They accept all terms freely and without duress;
- All information provided is true and correct.

Signed at _____ on this ____ day of _____ 20____.

PURCHASER SIGNATURE

Full Name: _____

ID / Reg No.: _____

ARCHITECTURAL & BUILDING DESIGN CODE

BIRNAMWOOD ECO VILLAGE

1. PURPOSE AND STATUS OF THIS DOCUMENT

- 1.1 This Architectural & Building Design Code (“the Code”) forms an integral and binding part of:
- 1.1.1 the Agreement of Sale.
 - 1.1.2 the Building Contract; and
 - 1.1.3 the Rules and Constitution of the Birnamwood Eco Village Property Owners Association (POA).
- 1.2 This Code is legally enforceable, and all owners, architects, designers, contractors and builders are bound by its provisions.
- 1.3 No design or construction activities may commence unless fully compliant with this Code and approved in writing by the Design Review Panel (DRP) and/or the POA.

2. ARCHITECTURAL INTENT

- 2.1 The approved architectural theme for the Birnamwood Eco Village is defined as:

******“A modern, contemporary farmhouse aesthetic, integrating natural materials, concealed technology, metal roofs, earth-toned finishes and countryside vernacular proportions.” ******

3. SCOPE OF CONTROL

- 3.1 This Code regulates, without limitation:
- Spatial zoning, building placement and municipal compliance
 - Roof form, pitch, colours and materials
 - Facades, finishes, cladding and permitted materials
 - Windows, doors, privacy screening and detailing
 - Boundary treatment and fencing strategy
 - Landscaping and driveway standards
 - Sustainability and energy integration (including solar installations)
 - Construction conduct and timeline expectations

4. INCORPORATED DOCUMENT

- 4.1 The document titled ****“Birnamwood Eco Village Architectural Design Code 2025”**** is hereby adopted in full as the final design and compliance reference standard.
- 4.2 This includes all textual requirements on pages 2–5 and all visual mood, finishes and precedent imagery contained on pages 6–7, which serve as binding design intent references.

5. VARIATIONS AND APPROVALS

- 5.1 No deviation from this Code shall be permitted unless formally submitted and approved in writing by:
 - 5.1.1 the POA Architectural Committee; and
 - 5.1.2 the Developer, while the Developer holds Reserved Rights.
- 5.2 Verbal approval, concept approval or architect notes shall not constitute formal approval.

6. ACKNOWLEDGMENT

By initialling and signing below, the Purchaser, Builder and Architect confirm that they have read, understand and accept the obligations imposed by this Code.

Signed at _____ on this _____ day of _____ 20____.

Owner

Builder

Architect

LEVY SCHEDULE

BIRNAMWOOD ECO VILLAGE PROPERTY OWNERS' ASSOCIATION

1. Purpose of This Schedule

1.1 This Levy Schedule forms an integral part of:

- the Agreement of Sale.
- the Building Contract; and
- the Constitution and Rules of the POA.

1.2 All registered owners within Birnamwood Eco Village are liable for levies in accordance with this Annexure.

2. Levy Calculation Method

2.1 Levies are calculated using the following formula:

Base Levy: R 950.00 per erf

Plus Variable Levy: R 1.25 per m² of the erf

Illustration Example:

Erf Size: 1 000 m²

Variable Levy: 1 000 × R1.25 = R1 250

Total Monthly Levy: **R950 + R1 250 = R2 200**

3. Parent Property Contribution

3.1 The Parent Property shall contribute levies based on a **fixed agreed value**, ensuring fair and proportional sharing without burdening homeowners with excess levy increases.

4. Levy Payment Terms

- 4.1 Levies are payable monthly **in advance**.
 - 4.2 Levies are due on or before the **1st day of each calendar month**.
 - 4.3 Late payments may accrue penalty interest at a rate determined by the POA.
-

5. Annual Adjustment

- 5.1 Levies will be reviewed and may be adjusted annually.
- 5.2 Agreed adjustment method:

CPI-Linked Annual Adjustments

- Levies may increase in line with the South African CPI
 - Any increase above CPI requires POA approval in terms of the governing documents
-

6. Special Levies

- 6.1 Special levies may be raised by the POA where extraordinary community expenses arise.
 - 6.2 Special levies will be allocated according to the same levy formula unless otherwise resolved.
-

7. Enforcement and Clearance Compliance

- 7.1 No transfer or occupation may proceed without a **levy clearance certificate**.
- 7.2 The POA may suspend:
 - construction activities
 - access privileges
 - estate servicesfor non-payment of levies.

8. Acknowledgment

I, the undersigned Owner, acknowledge that I have read and understand this Levy Schedule and accept full responsibility for levy payments in accordance with this Annexure.

Signed at _____ on this ____ day of _____ 20____.

Owner Signature: _____

Full Name: _____

Erf No.: _____

RESERVED RIGHTS ADDENDUM

BIRNAMWOOD ECO VILLAGE

1. Purpose and Legal Status

1.1 This Reserved Rights Addendum forms an integral and binding component of:

- the Agreement of Sale,
- the Building Contract, and
- the Rules and Constitution of the Property Owners Association (POA).

1.2 In the event of any conflict between this Addendum and any other document, **this Addendum shall prevail** for the duration of the Reserved Rights period.

2. Reserved Rights Period

2.1 The Developer retains the rights contained in this Annexure until all of the following have occurred:

- All erven within Birnamwood Eco Village have been transferred to purchasers; **and**
- Primary civil and estate infrastructure has been completed; **and**
- Written confirmation has been issued by the Developer that governance has formally transferred to the POA.

2.2 This transitional period shall not exceed **FIVE (5) years from the date of transfer of the first erf**, unless extraordinary circumstances or statutory delays reasonably justify an extension, which may be implemented at the Developer's discretion.

3. Rights to Continue Development

3.1 The Developer retains unrestricted rights to:

- complete construction of infrastructure and estate improvements.
- install, upgrade or modify stormwater systems, roadworks, signage, lighting and utilities.

- erect temporary site offices, show units, marketing installations or sales facilities.
 - undertake earthworks or construction necessary for future phases or improvements.
- 3.2 Owners acknowledge that construction activity may generate temporary noise, dust, traffic and contractor presence.
-

4. Zoning, Land Use & Subdivision Rights

- 4.1 The Developer retains the right to:
- amend zoning of undeveloped land within the parent property.
 - apply for subdivision, consolidation or consent use.
 - alter or refine development layout, municipal diagrams or service locations.
 - register servitudes for access, services, stormwater or utilities as required.
- 4.2 Owners waive any right to object to such processes, provided changes do not reduce the size or rights attaching to their erf.
-

5. Control of Architectural and Aesthetic Standards

- 5.1 The Developer retains a **final veto** over:
- architectural approvals,
 - external finishes and materials,
 - deviations from the Birnamwood Design Code,
 - solar integration compliance,
 - boundary treatment and landscape interface.
- 5.2 The Developer may reject or require amendment to plans for any reason reasonably aligned with preserving estate quality, cohesion or design intent.
-

6. Rules Modification Authority

- 6.1 The Developer may amend estate Rules, Architectural Controls and operational requirements during the Reserved Rights period.
- 6.2 Amendments must be:
- reasonable,
 - aligned with established estate vision, and

- applied fairly and consistently across all erven.

6.3 No amendment may retroactively require commencement of building prior to transfer or contradict the “no mandatory build deadline” principle

7. Short-Term Letting Restrictions

7.1 No erf or dwelling may be used for short-term rental (including Airbnb or similar platforms) without written approval from the Developer during the Reserved Rights period.

7.2 Following handover to the POA, this restriction may continue only if adopted into estate rules.

8. Marketing, Access & Use of Common Areas

8.1 The Developer may:

- conduct estate tours,
- install marketing signage,
- hold events or launches,
- host prospective purchasers or stakeholders.

8.2 These rights do not require permission from Owners or the POA.

9. Final Handover

9.1 Upon expiration of the Reserved Rights period, the Developer will issue a written handover notice to the POA.

9.2 Thereafter, all rule changes, governance functions and approvals will be managed solely by the POA.

10. Acceptance

By signing below, the Purchaser acknowledges that they understand and accept the Reserved Rights framework contained in this Annexure.

Signed at _____ on this _____ day of _____ 20____.

Owner Signature: _____

Full Name: _____

Erf No: _____

BUILDER ACCREDITATION REQUIREMENTS & SITE RULES

BIRNAMWOOD ECO VILLAGE

1. Purpose and Applicability

- 1.1 This Annexure forms an enforceable part of:
- the Building Contract,
 - the Agreement of Sale, and
 - the POA Constitution and Rules.
- 1.2 All builders, subcontractors, consultants, site workers, delivery drivers and specialists accessing the estate for construction purposes are bound by this Annexure.

(Builder Initial) _____

(Owner Initial) _____

2. Accreditation Requirements

- 2.1 Only builders formally accredited by the POA and approved by the Developer may undertake construction within Birnamwood Eco Village.
- 2.2 To be accredited, a builder must provide:
- NHBRC registration number (where applicable)
 - Valid Public Liability Insurance (minimum R5,000,000)
 - Contractor's All-Risk Insurance
 - Workmen's Compensation (COIDA compliance)
 - Signed acceptance of this Annexure and the Architectural Design Code
- 2.3 Accreditation is not permanent and may be suspended or revoked for non-compliance.

(Builder Initial) _____

(Owner Initial) _____

3. Access and Security Protocols

- 3.1 All workers and subcontractors must be registered with estate security prior to entering the estate.
- 3.2 Access control rules:
- No worker may enter the estate without authorised credentials
 - Identity tags must be visible at all times
 - No access after hours without written approval
- 3.3 The POA or Developer may remove or deny access to persons who breach conduct rules.

(Builder Initial) _____

4. Working Hours

Permitted construction hours:

- **Monday–Friday:** 07:00–17:00
- **Saturday:** 08:00–13:00
- **Sundays and public holidays:** No work permitted unless granted written permission.

No noisy works (grinders, compactors, hammering, generators, concrete mixing) outside permitted hours.

(Builder Initial) _____

5. Site Conduct and Housekeeping Requirements

- 5.1 Sites must remain neat, safe, and professionally managed at all times.

Requirements include:

- Proper waste management system
- Weekly rubble removal (or more if required)
- No dumping of rubble, sand, or soil on common property

- No concrete or paint washing into stormwater drains

5.2 Site toilets must be screened from public view and serviced regularly.

5.3 Storage areas must be secured and visually contained.

(Builder Initial) _____

6. Road, Infrastructure and Landscaping Protection

6.1 Builders are responsible for preventing:

- Damage to estate roads, kerbs, or stormwater systems
- Oil spills from machinery or trucks
- Damage to trees, vegetation, or environmental buffers

6.2 Any damage must be repaired at the Builder or Owner's cost within 7 days of written notice.

Failure to comply allows the POA or Developer to repair and recover costs.

(Builder Initial) _____

7. Environmental Protection Rules

7.1 The following activities are prohibited:

- Burning of waste or vegetation
- Dumping soil in wetlands or servitudes
- Pollution of stormwater systems
- Uncontrolled dust creation

7.2 Noise pollution must be minimised.

(Builder Initial) _____

8. Subcontractors and Responsibility

8.1 Subcontractors are allowed only with Builder oversight.

8.2 The accredited Builder remains **100% responsible** for:

- subcontractor behaviour
- workmanship
- safety
- compliance with this Annexure

(Builder Initial) _____

9. Penalties and Enforcement

9.1 The POA or Developer may issue:

- warnings
- fines
- stop-work orders
- site suspension
- removal of builder accreditation

9.2 Penalties may escalate for repeated breaches or safety violations.

(Builder Initial) _____

10. Completion and Demobilisation

10.1 Temporary structures, signage, storage containers, rubble, toilets and construction equipment must be removed immediately upon completion or on written instruction.

10.2 No site may be abandoned in an incomplete or untidy condition.

(Builder Initial) _____

11. Final Acknowledgement

By signing below, the Builder confirms that all employees, subcontractors, and workers under their control will comply with this Annexure.

Signed at _____ on this ____ day of _____ 20____.

Builder: _____

Name: _____

Company: _____

Owner: _____

Name: _____

Erf No: _____

Developer/POA Representative: _____

Name: _____