

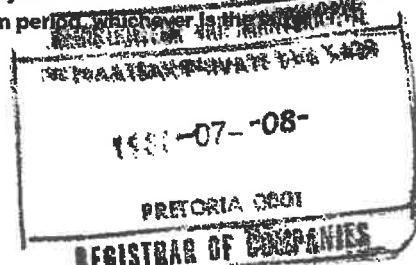
ANNEXURE "A"

USE AGREEMENT LITTLE EDEN SHARE BLOCK LIMITED
COMPANY NUMBER 72/01989/19

The company and the member hereby contract on the terms and conditions set out herein.

SCHEDULE OF DEFINITIONS

1. Unless inconsistent with or otherwise indicated by the context, the following words and expressions shall bear the meanings assigned to them hereunder.
- 1.1 "The company" **LITTLE EDEN SHARE BLOCK LIMITED**
- 1.2 "The member" its successors and assigns.
- 1.3 "The share block" Share Block No..... in the share capital of the company and to which the use of the section is linked pursuant to the articles of association of the company
- 1.4 "The Property" Portion 46 (a portion of portion 1) of the farm De Tweedespruit 418, Registration Division J.R., Transvaal, measuring 26,1228 hectares, Portion 48 (a portion of portion 1) of the farm De Tweedespruit 418, Registration Division J.R., Transvaal, measuring 34,8651 hectares, Portion 49 (a portion of portion 1) of the farm De Tweedespruit 418, Registration Division J.R., Transvaal, measuring 71,0922 hectares, Portion 7 (a portion of portion 2) of the farm De Tweedespruit 418, Registration Division J.R., Transvaal, measuring 8,8651 hectares, Remaining Extent of Portion 2 of the farm De Tweedespruit 418, Registration Division J.R., Transvaal, measuring 26,1228 hectares. Portion 162 of the farm Doornkraal 42 Registration Division J.R., Transvaal
- 1.5 "The developers" **Figtree Developments CC**
- 1.6 "The buildings" the buildings known as Little Eden which are on the property
- 1.7 "Unit" any chalet in the buildings on the property, which is furnished pursuant to clause 2.6 below and which provides sleeping accommodation for either four, six or eight persons and which is linked to a share block pursuant to the Articles of Association of the company
- 1.8 "The movables" means the furniture, fixtures, furnishings, bed linen, refrigerators and other movable items in the section from time to time.
- 1.9 "The plans" the plans annexed hereto
- 1.10 "The exclusive use areas" the terraces, stoeps and balconies allocated to the sections on the plans
- 1.11 "The levy quota" the fraction used as the basis for determining the member's share of the costs and expenses contemplated in Section 13(1) of the Act and which is reflected in Annexure B1
- 1.12 "The effective date" is the date of Architects Certificate of Occupation (which date shall be a date within two years from date of signature hereof) or the date of the initial occupation period, whichever is the earlier



- 1.13 "The Act"** The Share Blocks Control Act, 1980
- 1.14 "The Sectional Titles Act"** The Sectional Titles Act, 1971
- 1.15 "The Rules"** the Rules (including any House Rules and Regulations made thereunder) contained in Schedule 1 and Schedule 2 of Annexure "B" hereto or any amendment thereof from time to time in force
- 1.16 "The directors"** the directors of the company
- 1.17 "Levy fund"** the fund established by the company in terms of Section 13 of the Act
- 1.18 "The scheme"** the share block scheme operated by the company in respect of the buildings owned by it
- 1.19 "Use"** use as contemplated by the Acts
- 1.20 "The time unit"** the period of one week set out in the schedule annexed hereto marked B1, commencing at 14h00 on Friday and terminating at 10h00 on the following Friday and where week 1 commences on the first Friday in January of each year;
- 1.21 "The operating company"** Figtree Developments CC
- 1.22 "The Architects Certificate"** The certificate issued by the Architects in respect of the chalets which have not yet been erected, certifying that they have been erected in accordance with the approved plans and that they are suitable for occupation and in respect of the chalets which have not yet been erected certifying, as and when the chalets have been erected, that they have been erected in accordance with the approved plans and that they are suitable for occupation.
- 1.23 "The manager"** the person appointed from time to time to manage and supervise the Property and the scheme conducted thereon.
- 1.24** Any reference to the member shall when used in the context of the occupation and use of the section and the common property, include the member, any persons to whom the member has temporarily or permanently transferred his right of occupation in terms thereof and the members of their respective families, their invitees, guests, servants, employees, tenants and agents.
- 1.25** Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.
- 1.26** Save as provided herein, or unless the context otherwise requires, words and phrases defined or used in the Act or the Sectional Titles Act shall have the same meanings in this agreement.
- 1.27** The clause headings in this agreement have been inserted for reference purposes only, and shall not be taken into account in interpreting it.
- 2. OCCUPATION**
- 2.1** From the effective date the member shall for as long as he continues to hold the share block and complies with the provisions of this agreement :
- 2.1.1** be entitled for the duration of the time unit during each calendar year, to the exclusive use and enjoyment of the section, the exclusive use areas and the movable property;

- 2.1.2** be entitled during the same period to the use and enjoyment of those parts of the common property not subject to rights of exclusive use by other members in terms of the scheme; and
- 2.1.3** be entitled to sub-let the section in terms of clause 8 hereof;
- 2.2** If the member does not intend to exercise his rights in terms of 2.1 during any time unit, he may, not less than 6 weeks before the commencement of the time unit, notify the operating company in writing. In such event, if the operating company hires out the section for the whole or any part of the time unit, the member shall be entitled to 85% of the charge for the section. Such amount shall be set off against any amounts which are then due to the company in terms hereof, and the balance shall be paid to the member.
- 2.3** The member shall have the right during the week to the use of the common property in common with the other members of the company and users of the remainder of the property, subject :-
- 2.3.1** to such terms and conditions as may be imposed by the Directors from time to time;
- 2.4** The rights of the member hereunder shall endure in perpetuity for the week in each year for as long as he continues to be the beneficial owner of the Share Block and remains in fulfilment of all the terms and conditions of this agreement.
- 2.5** The member acknowledges that he will have no rights to participate or have any interest in the business or businesses conducted from time to time by the owner or any occupant of any part of the property not subject to the time sharing scheme.
- 2.6** The premises shall be furnished and provided with the movable property which in terms of the annexure hereto is specified for such premises, it being recorded that the movable property is the property of the company and that nothing in this agreement shall vest the member with the ownership of any such movable property or entitle him to remove any such movable property from the premises during or upon the termination of any week the premises are used by the member. Notwithstanding the foregoing, the company shall be entitled from time to time with the authority of a resolution of its directors to vary or add to the movable property described in the annexure hereto, provided that such variation or addition shall not result in any substantial change in the general nature or standard of such movable property and provided further that any major refurbishment of the premises (whether alone or together with other premises) shall require the approval of the company in General Meeting.
- 2.7** The premises shall be used by the member for residential purposes only and for no other purpose whatever. The premises shall be used personally by the member and members of his family or his invitees, provided that in any event the number of users of the premises shall not exceed the number of persons prescribed by clause 1.7, at any time without the prior written consent of the Manager. In the event of the rights of use herein being held by a company or other body corporate, the premises shall only be used by such person and members of his family or his invitees who may be nominated from time to time by the said company or body corporate, which use shall be subject to the restrictions as to the number of users at any one time, and further shall be subject to the prior approval of the manager in the ordinary course of business, which approval shall not be unreasonably withheld.
- 2.8** No liability shall rest upon the company for any :
- 2.8.1** thing done or omitted by the manager from time to time; and
- 2.8.2** any interruption or failure of electrical and/or water services that may be supplied or any other municipal or other services to the property, irrespective of the cause thereof nor for any consequential damage the member may suffer by reason of such failure or interruption.
- 2.9** If at any time the premises require to be refurbished or renovated, the company, the Developer, or the manager shall be entitled themselves and their respective contractors and workmen during normal business hours to access to the premises for the :
- 2.9.1** purposes of carrying out such works as may be required to be done from time to time provided always that the company and the developer will use their respective best endeavours to procure that such works are preferably

carried out during the maintenance week, if any. If the member or any person using the premises however suffers any inconvenience from such operations conducted in any other part of the building, the member and such other person shall have no claim whatever against either the company, the developers or the manager.

2.9.2 In the event that the refurbishing or renovation operations referred to above are such as to deprive the member or any person lawfully claiming use of the premises or beneficial use thereof or should the premises for any reason at any time and from time to time not be available for use, no claim whatever will arise against either the company, the developer, or the manager, but the company, the developer, or the manager shall be entitled to provide the member or such other user, without extra cost to the member or other, user with substantially equivalent temporary accommodation elsewhere in the scheme for the duration of the relevant week or for such time as the premises are not so available as the case may be.

2.9.3 If any dispute arises at any time as to whether the member or other user aforesaid is unable to enjoy beneficial use of the premises at any time, such dispute shall be determined by the manager who in making such decision shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the member or such other person.

2.10 Notwithstanding anything to the contrary herein contained in the event that the manager is of the opinion that the admission to use any part of the property by the member or any person claiming any right to use the premises through or at the instance of the member, would result in or constitute a contravention of any law the manager will be entitled to refuse admission to the property by the member or such person, or if such person has gained admission thereto, to require or cause the member or such person to leave or vacate the property forthwith.

3. CONDITIONS OF OCCUPATION:

3.1 From the occupation date the member -

3.1.1 shall at all times as long as this agreement shall remain in force, comply with the provisions of Section 32 (excluding Section 32 (f) of the Sectional Titles Act) and with the Rules as if he were the owner of the unit in terms of that Act and procure compliance with the rules by a member of the family of the member, invitees, guests, servants, employees, tenants and agents. Provided that such of the provisions of the Sectional Titles Act and the rules as cannot, under the circumstances, be applicable or are impliedly substituted by the provisions of this agreement, shall not be binding on the member;

3.1.2 shall waive all claims against the company for any loss or damage to property or any injury to person which the member may sustain in or about the section, the buildings or the common property and indemnify the company against any such claim that may be made against the company by any member of the member's family or member's invitees, employees, or agents for any loss or damage to property or injury to person suffered in or about the section or the common property howsoever such loss or damage to property or injury to person may be caused;

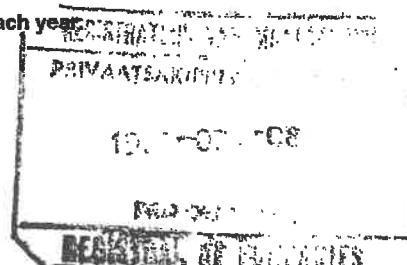
3.1.3 shall be liable for and pay to the levy fund an annual levy for each week owned, of the amount hereinafter determined.

3.2 LEVY

3.2.1 The directors of the company shall establish and maintain a levy fund to which end they shall from time to time make levies upon members of the company in such amounts as are in their opinion sufficient for the repair, upkeep, control, management of the property and administration of the company and of those portions of the property for which individual members are not personally liable, for the payment of rates, taxes and any other local authority charges on the property, any charges for the supply of electric current, gas, water, fuel, sanitary and other services to the property for which the individual members are not personally liable, and services required by the company for the covering of any losses suffered by the company, the payment of any premiums of insurance and for the discharge of any other obligation of the company and of any other obligation of the company and the company is authorised to employ and remunerate such persons as may be necessary to fulfil any function of maintenance and or control.

3.2.2 The directors shall estimate the amount which shall be required by the company to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding operational year or portion thereof, and shall make a levy upon the members of the company equal as nearly as is reasonably practicable to such estimated amount. The directors may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such as the expenses to be incurred for the redecoration or renovation of the company's property and for the replacement of any movables or any part thereof.

- 3.2.2.1 Notwithstanding anything to the contrary contained herein, it is recorded that the amount to be levied in terms of paragraph 3.2.2. above shall be determined annually on the 1st day of March and such amount shall not be increased by more than 15% per annum compounded for the first three years and thereafter by such amounts as the company may deem necessary.
- 3.2.3 The total levy for weeks owned shall be made payable annually 30 (thirty) days prior to the members first occupation date for that financial year, the financial year of the company being 1st March - 30th February.
- 3.2.4 The directors may from time to time make special levies upon the members of the company in respect of all such costs, expenses and requirements as are mentioned in 3.2.1 and such levies may be payable in one sum or by such instalments and at such time or times as the directors shall think fit.
- 3.2.5 Notices shall be given in respect of levies payable by members of the company and such notices shall be subject to the provisions relating to notices in the Articles of Association.
- 3.2.6 Every levy which is made by the directors pursuant to these provisions shall be made upon members of the company in the proportion of weeks owned by the member.
- 3.2.7 Any amount due by the member by way of a levy or instalment of a levy shall be a debt owed by the member to the company and shall be recoverable by the company. The obligations of a member to pay a levy shall cease upon the lawful termination of the member's right of use, save that any arrear levies to the date of such termination shall nevertheless be recoverable from the member. No levies and no part of any levy paid by a member shall be refundable by the company on the termination of a member's right of occupation.
- 3.2.8 Should the member be in arrear with any levy obligation, he shall not be entitled to occupy the unit for his period until such time as he has paid all his arrears.
- 3.3 The company shall at all times be and remain the owner of the movables and the member agrees that the member's right to the use of the movables shall be limited to the time unit/s and that the member shall not be entitled to remove any of the movables from the section. The member shall be obliged to exercise reasonable care to ensure that the movables are maintained in good order and repair. If at the end of the time unit the company, in its sole discretion, determines that any of the movables have been damaged or removed, then the member shall upon request pay the costs of replacement of or repair of any particular item, which amount shall be payable in addition to the levy, fair wear and tear of the movables excepted. The member hereby waives all claims against the company for any loss or damage to property or any injury to person which the member may sustain in or about the section, the buildings or the common property and indemnifies the company against any such claim that may be made against the company by any member of the member's family or the member's invitees, employees, or agents for any loss or damage to property or injury to person suffered in or about the section or the property howsoever such loss or damage to property or injury to person may be caused.
- 3.4 The company shall be entitled to deny the member access to the section until such time as he has paid any levy due in terms hereof.
- 3.5 The company shall fully service the section or procure that the section is fully serviced and without detracting from the generality of the foregoing, the company shall, in particular, clean the rooms every day and supply a change of linen once a week. The company shall also furnish the following i.e. all furniture, fixtures, fittings, furnishings, refrigerators, stoves and bed linen and shall subject to the provisions of this agreement regarding replacement by a member maintain, the abovementioned items in a good, clean and usable condition.
- 3.6 The member shall pay in respect of each B Class Shareblock held by him that part allocated to him of the amount as certified by the manager of the total expenses referred to in clause 3.2.1 which have been allocated to the chalet which he is entitled to occupy, such payment to be made 30 days prior to the first day of the month in which the period during which such member is entitled to occupy the chalet commences.
- 3.6.1 The initial levies allocated to each shareblock are reflected in clause 7 of the information schedule annexed hereto in respect of the various types of chalets and time periods in each year.



3.7 The annual levy payable per week owned as at the date hereof in respect of the week hereby sold amounts to R _____

4. OBLIGATIONS OF THE COMPANY

4.1 The company and the directors shall, in respect of the buildings, the common property, the section, the member and the scheme:-

4.1.1 Maintain the exterior portion of the property, including the pool, garden and all roofs and gutters, in good repair and from time to time and as and when necessary, renovate and repair the same.

4.1.2 Maintain in good order and repair and in a clean and tenable condition the interior of each unit and all such other portions of the property which are not reserved for the exclusive use of the member.

4.1.3 Effect such insurances over and in respect of the property against damage in accordance with the relevant resolutions passed by the members of the company from time to time at general meetings of the company and renew such policies.

4.1.4 Maintain in good order and repair and in a clean and usable condition all the furniture, furnishings, fixtures, fittings, refrigerators, glassware and shall replace such items and maintain them to their original standard during the currency of this agreement.

4.1.5 These obligations shall be financed from the levy fund.

4.1.6 Insofar as may be necessary ensure that all or any of the functions referred to above which are to be carried out by the manager in terms of the agreement, are in fact carried out by the manager and to ensure the fulfilment by the manager of its obligations in terms of the agreement.

5. LOAN OBLIGATIONS

5.1 All monies paid by the member in respect of his loan portion shall:-

5.1.1 be dealt with by the company in accordance with the provisions of sub-sections (1), (2), (3) and (4) of section 15 of the Share Blocks Control act;

5.1.2 as and when such payments are applied by the company for the redemption of its loan obligation, constitute a loan to the company for that purpose;

5.1.3 not be repayable to the member by the company unless the company at its option elects to do so;

5.1.4 be repayable to the member in the event of the company being wound up;

5.1.5 be free of interest.

5.2 Any such loan may be ceded by the member to a third party provided that such cession is made to the person to whom the member has sold his shareblock and has been approved in writing by the directors of the company.

6. VOETSTOOTS

Occupation of the section is accepted by the member voetstoots without any warranty or representation of any nature whatsoever.

7. SECURITY

As security for the due and punctual performance of all his obligations in terms hereof, the member hereby pledges the share block and the member's interest in this Use Agreement, to the company. The company shall be entitled at any time at its discretion to call upon the member to deliver the member's copy of the Use Agreement and the

shares together with duly signed share transfer forms in respect of the share block to the company in order to perfect the pledge (subject to the preferent rights of any other person).

8. CESSION OF MEMBER'S RIGHTS AND LETTING

8.1 The member shall only be entitled to cede his interest in this agreement if simultaneously therewith he transfers his shares in the manner provided by and subject to the articles of association of the company and the terms of this agreement, and thereby confers upon such person the exclusive use and enjoyment of the section. If however, a purchaser has purchased the shares on suspensive conditions and has not yet taken transfer of those shares, such purchaser shall be required to obtain the prior written consent of the seller to the resale of those shares and the cession of his rights herein. Before transfer is effected into the name of the transferee, the company shall require satisfactory proof that the member has ceded his interest in this agreement to the transferee, and that the transferee has duly assumed all the transferor's obligations to the company.

8.2 The member may freely let the section for the duration of his time unit or allow another or others to occupy the section during such time unit, provided that such other persons sign an undertaking to be bound by the provisions of this Use agreement.

9. RIGHTS OF THE COMPANY

9.1 Should the member fail to maintain the said section in good order and condition, the company shall, after 14 days written notice to the member, be entitled, without prejudice to any other rights it may have, to put the same into good order and condition at the expense of the member, and to recover from the member any expenditure thereby incurred.

9.2 The company's duly authorised agent or workmen shall be permitted to enter the section at any reasonable hour of the day, if authorised by the directors or by the secretary, manager or supervisor acting under powers delegated by the directors, in order to examine the same or to effect repairs thereto, or to any part of the buildings. If the member shall not be personally present to open the section at any time when for any reason entry be necessary or permissible, then the secretary or manager or supervisor or other duly authorized agent of the company shall be entitled to enter the section, without being liable to any claim or cause of action for damages by reason thereof, provided that during such entry such person shall take reasonable care not to cause damage or loss to the member's property.

9.3 If the member fails to discharge any of his obligations in terms hereof, the company may, without detracting from any other rights it might have and without notice discharge such obligation on the member's behalf and recover the costs of doing so from the member.

9.4 The company may, at any time the body of members present at the relevant meeting consider that the persistent acts or omissions of a member are prejudicial to the enjoyment of other members or to the general harmony of the units, compel a member, by resolution, to sell his share block and cede his use agreement for a cash consideration, to any person nominated by the directors of the company. The cash consideration shall be the cash price at which a similar share block and use agreement were last sold or the best possible cash price which can be obtained within 90 days, whichever is the lower.

10. TERMINATION

This agreement shall remain in full force in perpetuity for so long as the member is the holder or beneficial owner of the shareblock provided that -

10.1 If the member fails to pay any amount owing to the company on due date and thereafter fails for a further period of 14 days after notice by the company to the member to pay such amount; or

10.2 If the member breaches any of the terms or conditions of this agreement, which breach is capable of being remedied, and fails to remedy that breach within 14 days after notice by the company to the member requiring it to do so; or

- 10.3 If the member breaches any of the terms or conditions of this agreement, which breach is not capable of being remedied, either within the period of notice referred to in 10.2 or at all, and at any time within a period of 6 months after notice has been given to the member by the company requiring the member not to commit any further breach of this agreement, the member commits such a further breach;
- 10.4 or should the member :
- 10.4.1 cause any material damage to the premises or any other part of the property;
- 10.4.2 cause a nuisance to other occupiers of portions of the property from time to time; then the company shall be entitled, without prejudice to any other rights which it may have (and in particular without prejudice to its right to claim and recover damages suffered by the company as a result of such breach) to cancel the agreement and
- 10.4.2.1 to declare all amounts owing by the member to the company, whether then due and payable or not, immediately due and payable, and the member shall in such event be liable to make immediate payment of such amounts;
- 10.4.2.2 to obtain repossession of the section;
- 10.4.2.3 as agent for and on behalf of the member, to let the section and to collect all rents and monies payable by the tenant under such lease, and to deduct therefrom any monies whatsoever that may be owed by the member to the company; and/or
- 10.4.2.4 to sell or dispose of or realise in any other manner (on such terms and conditions as the company may in its sole discretion deem fit) the rights pledged by the member to the company in terms of 7 hereof.
11. **DAMAGE TO BUILDINGS**
- If the buildings are damaged or destroyed, the company agrees that it will as soon as is practicable repair or rebuild the same. The member shall have no claim against the company by reason of the section being unfit for occupation or for any other reason whatever. The company however, reserves to itself the right to change or vary the form of construction of the building or section on such rebuilding or repairing, but the member shall have the same accommodation as regards the position and area of building enjoyed by him prior to destruction in such altered or varied construction. Notwithstanding the above, the company shall not be bound to expend any more in fulfilling any of its said obligations than that sum which it may receive from its insurers arising from any of the aforesaid contingencies.
12. **RULES**
- The rules (as set out in Annexure "B") may be varied by the company prior to adoption:-
- 12.1 so as to confer the exclusive right of use of exclusive use areas in accordance with the provisions of this agreement and Annexure "A";
- 12.2 so as to comply with the requirements of any future bondholder;
- 12.3 If the variation is of a formal nature only; or
- 12.4 If the company reasonably believes the amendment is necessary or desirable for the proper management and administration of the scheme.
13. **WARRANTIES AND REPRESENTATIONS**
- The company hereby warrants:-
- 13.1 That save as provided in clause 22, the developer has concluded or will conclude a written agreement of use with the company in respect of each section in the building, each of the agreements being subject to the same terms and conditions as are herein contained, save that exclusive use areas will be allocated in terms of annexure "A2"; and

13.2 the company will not permit any amendment, addition or alteration of any Use Agreement pertaining to any unit without the prior written consent of not less than seventy-five per centum (75%) in number of the members of the company for the time being.

14. **PAYMENTS**

All amounts payable by the members to the company in terms of this use agreement shall be paid to the company, without deduction or set-off and free of exchange at:- FIGTREE DEVELOPMENTS CC, PTN 162 DOORNKHAAL 420, REGISTRATION DIVISION J.R., TRANSVAAL OR PO BOX 27 CULLINAN 1000 or to such other person or company and at such other address as the company may from time to time notify the member.

15. **NOTICES**

15.1 All notices required to be given by the company to the member in terms of this agreement shall be given in writing and delivered by hand or sent by prepaid registered post to the unit comprising the section, if during a member's use period, and at its domicilium.

15.2 A notice sent by prepaid registered post shall be deemed, unless the contrary is proved, to have been received within 10 days after the date of posting.

15.3 The member chooses domicilium citandi et executandi at the section for all purposes under this agreement, during his use period, and at the address shown in 1.1.3 of the Agreement of Sale, at all other times.

GENERAL

16. No relaxation which the company may allow the member at anytime in regard to the carrying out of any of the member's obligations in terms of this agreement shall prejudice or constitute a novation or a waiver of any of the company's rights in terms of this agreement.

17. This agreement contains all the terms and conditions of the agreement between the company and the member relating to the subject matter thereof, and the company has made no representations, given no warranties and agreed on no terms in regard to such subject matter other than as stated herein.

18. The member shall not be entitled to retain or delay payment of any amount owing to the company in terms of this agreement on the grounds that there is any defect in the unit.

19. No variation of this agreement shall be of any force or effect unless reduced to writing and signed by the company and the member.

20. It is expressly agreed that this agreement does not constitute a lease or any form of tenancy.

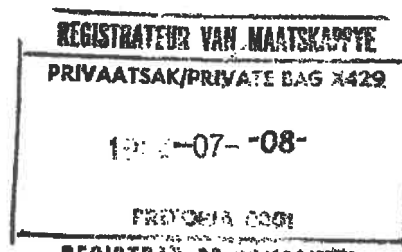
21. If any provisions of this agreement conflict with the Act, the Act shall prevail.

22. The Developers warrant that:

22.1 the Developers are the beneficial owners of all the share blocks in the company as originally constituted and have or will conclude written agreements of use with the company in respect of each unit for each period in the property, each of the agreements being subject to the same terms and conditions as are herein contained, except insofar as any variation thereto arises by virtue of Schedule A hereto.

22.2 the Developers shall be the holders of share block number 1 and all unissued shareblocks.

22.3 No latitude, relaxation or indulgence or extension of time which may be given to the member in respect of any matter or thing which the member is bound to perform or observe in terms hereof shall under any circumstances be deemed to be a waiver of the company's rights and the company shall at all times be entitled to require strict and punctual compliance with each and every provision hereof.



- 22.4 In the event of any provision of this agreement conflicting with the Act or the Sectional Titles Act, the Act or as the case may be, the Sectional titles Act shall prevail.
- 22.5 The member acknowledges that that portion of the property of the company on which the chalets are situated is ideally situated to allow the property to be subdivided and the remaining portion to be transferred to a separate company to run and manage a filling station and the hotel to be opened in respect of that portion of the property. The purchaser by his signature hereof hereby consents to the subdivision of the property so as to facilitate the transfer of that portion out of the name of the company and to that end hereby appoints the company or any director thereof irrevocably or in rem suam as his duly authorised agent to vote at a general meeting for the passing of the necessary special resolution to give effect thereto, provided however that any expenses incurred in connection therewith will not be for the account of the shareblock company or the holders of the "B" Shares.
23. **SEPARATE AND SEVERABLE**
- The parties agree that if any provision of this agreement is in conflict with any of the provision of the Share Blocks Act or the Time Sharing Act or unenforceable for any other reason, whatsoever, such provision shall be regarded as pro non scripto and of no force and effect; consequently such provision shall be deemed to be separate and severable from this agreement without in any way affecting the validity of the remaining provisions of this agreement.
24. **EXTENSION OF SCHEME AND IMPROVEMENTS**
- 24.1 It is recorded that the property owned by the company is capable of further development by the erection of a hotel containing a filling station and a golf course and the possible erection of an additional 75 (Seventy Five) chalets and the company intends at some time in the future to construct these additional facilities. That the developer in his capacity as seller has reserved the right to extend the scheme by erecting improvements thereon as provided for inter alia by the Articles of Association of the company. In this regard :-
- 24.1.1 the member is obliged to permit the developer to exercise his rights as aforesaid;
- 24.1.2 the member irrevocably authorises the company to increase its loan obligation by an amount equal to the costs of the improvements and the allocation thereof pursuant to the said Articles and the provisions of the Share Blocks Control Act;
- 24.1.3 the member acknowledges and understands that the common property will be utilised from time to time to give effect to the developers rights in this regard and the member shall have no claim against the developer in this regard;
- 24.1.4 the developer shall be entitled in its discretion to allocate shareblocks to the improvements in order to confer upon the holder of such shareblocks a timesharing interest or any other interest in respect of such improvements and the member agrees to the developer so acting hereby irrevocably appointing the developer as his agent to attend any general meeting of the company and to vote for a motion in terms of which such allocation is made or confirmed.
- 24.2 It is further recorded that the nature of the property is such as to allow and is conducive to the subdivision of the property into two portions, namely the portion on which the time share development is situated and the remainder of the property including the filling station and the hotel complex. The company shall in its discretion be entitled at some future date to apply for the approval of such subdivision and to in fact transfer the remainder of the property including the hotel and filling station to a separate company which will operate and manage the hotel and filling station, subject however to the specific condition that simultaneously with such transfer a servitude be registered granting to the property owned by the company a perpetual servitude of traversing rights for the purposes of game viewing and for the purpose of the enjoyment of all other facilities on the remainder of the property. The granting and registration of such servitude shall be effected at no cost to the company and any selling price shall be applied in reduction of the loan obligation of the company.
- 24.3 The member hereby agrees to and accepts the provisions of clause 24.2 and hereby irrevocably appoints the seller as his agent to attend any general meeting of the company and to vote for a motion by special resolution

68 62



sanctioning the sub-division sale and transfer of that portion of the property referred to in 24.2 on the terms and conditions set out in 24.2.

SIGNED by the member at on this..... day of 19

AS WITNESSES:

1. 2.

Member

SIGNED by the company acting through its duly authorised officers at on this day of 19...

AS WITNESSES:

1. 2.

Company

DESCRIPTION OF UNIT AND CONTENTS THEREOF:

Lounge

2 Seater couch
1 Seater armchair
1 Coffee Table
2 Side Tables
1 Karakul Rug
3 Pot Plants
A picture print

Kitchen

Kitchen counter
Double door fridge
Stove
kettle
grater
bread board
toaster
bread bin
Ice bucket
12 knives
12 forks
12 spoons
6 teaspoons
1 carving knife
1 bread knife
1 veg knife
1 carving fork
1 tin opener
1 cork screw
1 Ice tong
Kitchen set-egg beater
Kitchen set-egg lifter
Kitchen set-spoon
Kitchen set-fork
Braul set-1 tong
Braul set-1 fork
Braul set-1 egg lifter

Pots

1 small pot
1 medium pot
1 large pot
1 frying pan
1 steel frying pan

Crockery

6 cups
6 side plates
6 meat plates
6 cereal bowls
6 pudding bowls
1 Sugar Bowl
1 Gravy boat

ANNEXURE C

Casserole Dishes

1 Large
2 Medium
1 Small

6 Table mats
1 tray
1 Oven gloves
1 Dish towel
1 washing up cloth

4 bar stools
1 Dust bin

Main Bedroom

1 queen bed
1 queen duvet & duvet cover
1 queen flat sheet
2 Pillow cases
2 pillows
3 scatter cushions
1 hat stand
1 rocker chair

In cupboard for sleeper couch

1 queen duvet & duvet cover
1 queen flat sheet
2 pillows
2 pillow cases

waste paper bin
2 picture prints
2 bedside lamps
double wardrobe unit
headboard

Loft bedroom

2 single beds
2 single duvets & duvet covers
2 Single fitted sheets
2 pillows
2 pillow cases
2 picture prints
2 bedside lamps
1 jongmankas
2 single headboards

Bathroom

bath towels
bath mat towel

1 Salt & pepper set
1 Milk jug
1 Butter dish
2 Ashtrays

LITTLE EDEN SHAREBLOCK LIMITED

ANNEXURE "B"

Rules for the control and management of the development known as LITTLE EDEN.



SCHEDULE 1 RULES

The Schedule 1 rules shall be the rules as set out in the "Guide lines for Sectional Titles Rules" (Second Revised Edition) prepared by the South African Property Owner's Association, but subject to variation in terms of Clause 12.2 of the use agreement to which this schedule is annexed and subject to the following additional sub-rule to be incorporated into the exclusive use rules: "Notwithstanding anything to the contrary set out herein, members shall be entitled with the consent of the company (which shall not be unreasonably withheld) to exchange amongst themselves exclusive use areas allocated to them. The company shall keep available for inspection by members, a schedule which shall be available to members on reasonable notice, and which shall disclose the allocation and location of the exclusive use areas and the name of the owner entitled thereto."

SCHEDULE 2 RULES

1. In these rules, unless inconsistent with the context:
 - 1.1 "the Act" means the Sectional Titles Act No. 66 of 1971;
 - 1.2 "member" means the registered member of a share block in the Company and shall include the lessee or occupant of the section and the servants, employees, guests, invitees, and members of the family of the member, lessee or occupant of the section.
 - 1.3 "the scheme" means the share block development scheme known as LITTLE EDEN.
 - 1.4 "the section" means the section allocated to the use of the member by virtue of his holding the relevant share block and shall include the exclusive use areas referred to in the Use Agreement;
 - 1.5 "the directors" means the directors of the company.
 - 1.6 "the Company" means LITTLE EDEN SHAREBLOCK LIMITED.
 - 1.7 "the Schedule 1 rules" means the rules referred to above.
 - 1.8 "use agreement" means the agreement of use entered into between the member and the Company in respect of the section in terms of the Share Block Control Act, 1980.
 - 1.9 Words and phrases defined in the use agreement shall bear the meanings assigned to them in the Use Agreement.
2. For convenience it is recorded that in terms of the use agreement, as read with Section 32 of the Act, a member shall:
 - (a) permit any person authorised in writing by the Company at all reasonable hours on notice (except in case of emergency when no notice shall be required) to enter his section for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, property, or for the purpose of ensuring that the provisions of this Act and the rules are being observed;
 - (b) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other members or other persons lawfully on the premises;

- (c) not use his section or permit it to be used in such manner or for such purpose as shall cause a nuisance to any occupier of a section.
3. The provisions of these rules and the duties of the member in relation to the use and occupation of his section and of the common property shall be binding on the member and any lessee or other occupant of the member's section and on servants, employees, guests, invitees and members of the family of the member, lessee or other occupant of the section. It shall be the duty of the member to ensure compliance with these rules by any such lessee or occupant of the section and the servants, employees, guests, invitees and members of the family of the member, lessee or other occupant of the section.
4. In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the directors shall be final and binding on all parties concerned in such dispute.
5. If a member breaches any of the provisions of the Act, the Schedule 1 rules or these rules, the directors shall be entitled to exercise all rights available to them or to the Company in law and in terms of the Schedule 1 rules or these rules and in particular the right to apply to court for an interdict against the offending member. The directors shall, without prejudice to the foregoing but without incurring any obligation or being bound so to do, endeavour to warn an offending member in writing of any complaint made against him and request him to refrain from any conduct likely to give rise to a complaint of a similar nature.
6. The Company or the directors may in special circumstances grant a relaxation of these rules in writing and signed by the chairman, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Company or the directors in its or their discretion without ascribing any reason therefor.
7. If the Company or the directors fail to enforce or delay enforcing any of the provisions of the Act, the Schedule 1 rules or these rules, a member shall be entitled to take all steps necessary to enforce these rules against any other member.
8. If as a result of a breach by a member of any of the provisions of the Act, Schedule 1 rules or these rules, the Company or the directors instruct a firm of attorneys, the defaulting member shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the Company or the directors as a result thereof.
9. Without in any way detracting from or limiting the scope of the obligations of the member in terms of Section 32 of the Act, a member shall at all times and to the satisfaction of the directors whose decision shall be final and binding:
- 9.1 keep his section and those areas of the common property of which he has the exclusive use and occupation in good, clean, sanitary and habitable order and condition and exercise reasonable care to maintain all electrical, plumbing and sewerage installations and services in his section in good order and condition PROVIDED THAT if a blockage in any sewerage or plumbing pipe which is capable of being used by two or more sections occurs and the responsibility therefore cannot be allocated to any particular member, the Company shall arrange for and bear the cost of clearing such blockage.
- 9.2 use his section for residential purposes only. In particular, no auction or similar sales or exhibitions shall be held in a section other than with the consent of the directors, nor shall a section be used for any professional or business purposes.
- 9.3 allow no more persons to occupy the section at any one time than are permitted in terms of the floor plan of each chalet or provided for.
10. Without in any way detracting from or limiting the scope of the obligations of the member in terms of Section 32 of the Act, a member shall not at any time (save at the discretion of the directors whose decision shall be final and binding):

- 10.1 use his section or the common property or permit it to be used in such manner or for such purpose as shall cause or tend to cause a nuisance, disturbance, inconvenience or annoyance to any other occupier or member of a section in the building;
- 10.2 make any alterations to or permit any extensions or additions to the exterior of his section or the common walls, concrete slabs or roof thereof, or any portion of his section which is visible from the exterior thereof;
- 10.3 install an individual radio or television aerial or antenna in or about his section if such aerial or antenna be visible from the exterior thereof or contravene any of the regulations or by-laws relating thereto. The Company shall, however, ensure the provision of a television aerial serving each section;
- 10.4 do or permit to be done in his section or on the common property, anything which will or may increase the rate of the premium payable by the Company or any other member of a section on any insurance policy or which will or may result in the Company or such other member incurring any expenditure attributable to his act or default;
- 10.5 not effect or cause to be effected any alterations to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his section;
- 10.6 throw or permit to be thrown rubbish, refuse or other material out of the windows or doors of a section or generally upon the property, nor shake, dust or beat carpets, mats or other items over the balconies of any of the sections or through any window thereof; nor hang towels or clothing except on the clothes line provided;
- 10.7 keep any animal in his section or on the common property;
- 10.8 park any vehicles or permit the parking of vehicles in such manner as shall impede or obstruct access to and egress from any entrance to any section or impede or obstruct the normal flow of traffic on the common property;
- 10.9 do anything which may cause or allow any plants, creepers, shrubs, trees, grass, flowers or other improvements in or about the building to become damaged, lopped, destroyed or removed;
- 10.10 prepare food or beverages except on or in the facilities provided inside the unit nor prepare food on the lawn outside the unit, except in the braai areas provided for that purpose.
11. Notwithstanding the provisions of the Schedule 1 rules, the company shall, at reasonable intervals and if required by the member, mow the lawns of the garden areas reserved for a member's reserved use and effect normal garden and pool maintenance. Members shall be obliged at all reasonable times to grant access to the Company's servants and agents to perform such tasks.
12. No duty shall be placed upon any member in regard to the provision of any improvement on or to the common property or the acquisition of a unit or any interest therein unless a proposal to make such improvement has been approved by a special resolution at a general meeting of members of sections.
13. These rules are subject to variation in terms of clause 12.2 of the use agreement.

CESSION OF OCCUPATION AGREEMENT AND DEED OF PLEDGE OF SHARES

MEMORANDUM OF AGREEMENT MADE AND ENTERED into by and between:

.....
(herein referred to as the "Purchaser")

and

FIGTREE DEVELOPMENTS CC
(herein referred to as the "Seller")

LITTLE EDEN SHAREBLOCK LIMITED
(herein referred to as the "Company")



duly authorised thereto in terms of a Resolution of Directors of the "Company"

WHEREAS the Purchaser has purchased certain shares from the Seller in terms of an "Offer to Purchase Shares" in the company dated at on this the day of 198.....

AND WHEREAS the said offer has been accepted by the Seller.

AND WHEREAS a balance of R

(.....) is owing to the Company in respect of Share Block No/s..... which has been sold as per the abovementioned "Offer to Purchase".

1. The Purchaser hereby cedes all his rights, title and interest in and to the "Agreement of Use and Occupation" dated at on this day of 198..., entered into by and between the Company and the original holders of the abovementioned Share Block to the Company.
2. The Purchaser hereby pledges his share purchased in terms of the aforesaid Agreement to the Company, and hereby agrees that all the Share certificates together with a blank re-transfer form in respect thereof and a Cession of his/her loan account will be held by the Auditors of the Company in trust as a pledge to the Company and/or Seller.
3. The Company hereby accepts the above Cession and Pledge.

SIGNED AT THIS DAY OF 19.....

.....
PURCHASER

SELLER SIGNED AT THIS DAY OF 19.....

.....
ON BEHALF OF THE COMPANY

LITTLE EDEN SHAREBLOCK

SCHEDULE "B1"

In respect of 52 fixed weeks per annum in respect of Chalets 1 -75

Unit No.	Shareblock Number	Number of Shares	Initial Monthly Levy
X	X 1	(1)	280
X	X 2	(1)	280
X	X 3	(1)	280
X	X 4	(1)	280
X	X 5	(1)	280
X	X 6	(1)	280
X	X 7	(1)	280
X	X 8	(1)	280
X	X 9	(1)	280
X	X10	(1)	280
X	X11	(1)	280
X	X12	(1)	280
X	X13	(1)	280
X	X14	(1)	280
X	X15	(1)	280
X	X16	(1)	280
X	X17	(1)	280
X	X18	(1)	280
X	X19	(1)	280
X	X20	(1)	280
X	X21	(1)	280
X	X22	(1)	280
X	X23	(1)	280
X	X24	(1)	280
X	X25	(1)	280
X	X26	(1)	280
X	X27	(1)	280
X	X28	(1)	280
X	X29	(1)	280
X	X30	(1)	280
X	X31	(1)	280
X	X32	(1)	280
X	X33	(1)	280
X	X34	(1)	280
X	X35	(1)	280
X	X36	(1)	280
X	X37	(1)	280
X	X38	(1)	280
X	X39	(1)	280
X	X40	(1)	280
X	X41	(1)	280
X	X42	(1)	280
X	X43	(1)	280
X	X44	(1)	280
X	X45	(1)	280
X	X46	(1)	280
X	X47	(1)	280
X	X48	(1)	280

X	X49	(1)	280
X	X50	(1)	280
X	X51	(1)	280
X	X52	(1)	280

TOTAL 52 X70 3640

NOTES:

1. This schedule reflects the shareblock number and in brackets the number of shares in the shareblock for the relevant unit and time period. The X factor denotes the unit number which becomes the prefix to the share block. Units shall be numbered as follows : 1 - 70.
2. In respect of 4 & 6 sleeper chalets the levies for the corresponding weeks shall be as follows :

4 Sleeper : R140,00
6 Sleeper : R210,00

SCHEDULE "B2"

In respect of Shareblock Number 1

Shareblock Number	Number of Shares	Initial Monthly Levy
1	7900	NII

Shareblock number 1 consisting of all the ordinary A shares entitled the holder of shareblock number 1 to all the unsold weeks and the maintenance weeks, if any, the administration centre, pool, conference centre and also the right to occupy and develop all the undeveloped property of the company in terms of the approved building plans and to erect a hotel and filling station on the undeveloped portion of the property, provided however that such further development shall not exceed more than a further 75 (Seventy five) chalets and a hotel providing 300 (three hundred) beds and hotel facilities, a filling station and other facilities.

LITTLE EDEN SHAREBLOCK

CONFIDENTIAL PERSONAL PARTICULARS OF PURCHASER:

1. Name of Applicant
 Identity Number Date of Birth
2. Nationality If not a South African citizen do you have
 *permanent/temporary residence status - Permit No.
 Date of Permit
3. Telephone Numbers : Home Number Work
4. *Status : Unmarried/Married in community of property/Married out of community of property/Divorced/Widow(er)
 / Married outside the Republic of South Africa. If married outside the Republic please state country where married

 (i) State spouse's first names
 (ii) Identity Number/Date of birth
 (iv) Is husband's marital power excluded
 *Applicant: Husband / Wife
5. (a) Occupation (Husband) Employed by
 Tel No.
 (b) Occupation (Wife) Employed by
 Tel No.
 (or details of own business)
 Tel No.
 Tel No.
 Tel No.

Present Monthly Income

Basic salary/or from own business

Other income

Specify

Total Income

Husband

Wife

Joint Income

Present Monthly Expenditure

Rent

Bond

Car

HP or Leases

Other total

Joint Expenditure

Nett Income

6. Name, address and telephone number of two interested parties

- (i) Name Tel No.
 Address
- (ii) Name Tel No.
 Address

SIGNED AT ON THE DAY OF 19

..... (Signature)

* Delete which ever is not applicable

