



PERSONAL PARTICULARS OF A NEW OWNER AT WOODLAND HILLS

PART A: PROPERTY PARTICULARS (MUST BE COMPLETED BY ALL)

Erf Number/Townhouse Number : _____
Street Name / Townhouse Name : _____
Street Number : _____
Attorney dealing with transport of property : _____

PART B: OWNERS PARTICULARS IF LEGAL ENTITY (MUST BE COMPLETED IF PROPERTY IS PURCHASED BY LEGAL ENTITY SUCH AS CC OR COMPANY/ TRUST)

Company/ CC Name / Trust _____
Registration Number _____
Language preference Afrikaans / Engels _____

CK1/CM29 en Resolution that authorise Trustee/Director/Member to act on behalf of Trust/CC/Company must be attached.

TRUSTEE/ DIRECTOR PARTICULARS

1. FIRST NAME _____ SURNAME: _____

ID: _____ CELL NO _____

E-MAIL _____

CURRENT RESIDENTIAL ADDRESS _____

POSTAL ADDRESS _____

EMPLOYER _____

OCCUPATION _____

WORK TEL _____

WORK ADDRESS _____

2. FIRST NAME _____ SURNAME _____

ID _____ CELL NO _____

E-MAIL _____

CURRENT RESIDENTIAL ADDRESS _____

POSTAL ADDRESS _____

EMPLOYER _____

OCCUPATION _____

WORK TEL _____

WORK ADDRESS _____

3. FIRST NAME _____ SURNAME _____

ID _____ CELL NO _____

E-MAIL _____

CURRENT RESIDENTIAL ADDRESS _____

POSTAL ADDRESS _____

EMPLOYER _____

OCCUPATION _____

WORK TEL _____

WORK ADDRESS _____

PART C: OWNER'S PARTICULARS WHERE OWNER IS A NATURAL PERSON

(MUST BE COMPLETED WHERE PROPERTY IS PURCHASED BY A NATURAL PERSON)

TITEL : _____

FIRST NAMES : _____

SURNAME : _____

ID : _____

AGE : _____

CELL : _____

E-MAIL : _____

CURRENT RESIDENTIAL ADDRESS _____

POSTAL ADDRESS _____

OCCUPATION : _____

EMPLOYER : _____

WORK ADDRESS : _____

WORK TEL : _____

PART C: OWNER'S PARTICULARS WHERE OWNER IS A NATURAL PERSON

SPOUSE OR PARTNER PARTICULARS

TITEL : _____

FIRST NAMES : _____

SURNAME : _____

ID : _____

AGE : _____

CELL : _____

E-MAIL : _____

CURRENT RESIDENTIAL ADDRESS _____

POSTAL ADDRESS _____

OCCUPATION : _____

EMPLOYER : _____

WORK ADDRESS : _____

WORK TEL : _____

PART D: DOMICILIUM

I, _____, the owner or representative of the owner of the property, hereby selects as Domicilium Citandi Et Executandi for the owner the address below. I understand and confirm that all legal notices and correspondence will be forwarded to this address and that the onus will be on me to notify the Hillandale Homeowners Association in writing per registered mail should the domicilium change at any stage.

STREET ADDRESS/ POSTAL ADDRESS _____

SIGNATURE

DATE

PART E: OCCUPANTS' DETAIL (MUST BE COMPLETED IF THE PROPERTY PURCHASED IS A COMPLETED HOUSE THAT YOU PLAN TO OCCUPY: DETAILS ARE REQUIRED TO ARRANGE ENTRY TO THE ESTATE.)

Children / Other dependants

NAME _____
SURNAME _____
ID _____
CELL _____
EMAIL _____
RELATION _____
OCCUPATION _____

NAME	_____
SURNAME	_____
ID	_____
CELL	_____
EMAIL	_____
RELATION	_____
OCCUPATION	_____
NAME	_____
SURNAME	_____
ID	_____
CELL	_____
EMAIL	_____
RELATION	_____
OCCUPATION	_____

PART F: EMPLOYEE'S PARTICULARS (COMPLETE IF YOU ARE PURCHASING A RESIDENCE THAT YOU WILL PERSONALLY OCCUPY AND WHERE A GARDENER OR DOMESTIC WILL NEED ACCESS TO THE ESTATE. DETAILS ARE REQUIRED TO ARRANGE ENTRANCE FOR THESE EMPLOYEES TO THE ESTATE)

DOMESTIC

GARDENER

NAME: _____

NAME: _____

SURNAME: _____

SURNAME: _____

ID: _____

ID: _____

ADDRESS: _____

ADDRESS _____

CELL _____

CELL: _____

THE REGISTRATION OF DOGS ARE COMPULSORY AND THE FORMS ARE AVAILABLE AT THE ADMINISTRATIVE OFFICE ON REQUEST.

(NO CATS ARE ALLOWED ON THE ESTATE)



ACKNOWLEDGEMENT OF RECEIPT

I, _____, the legal owner or representative of the owner of

Erf/street address _____, Extension 166 (Woodland Hills), district Bloemfontein, hereby confirm that I received and read the following documents:

1. **MANUAL FOR COMMUNITY PARTICIPATION – SIXTH ADDITION**
2. **MANUAL FOR ARCHITECTURE & CONSTRUCTION**

By signing this document I confirm the following: (Delete if not applicable)

- I have thoroughly read all these manuals and am well acquainted with the contents;
- I am aware that I will become a member of the Hillandale Homeowners Association upon registration of the property;
- I am aware of and regard myself bound to the rules of the Association as set out in the Manual for Community Participation & the Manual for Architecture & Construction.
- I am aware of the fact that the onus rests on me to ensure that any residence purchased as well as the garden or other constructions complies with all the rules of the Association and that issuing of a Levy Clearance Certificate cannot be interpreted as confirmation by the Association regarding these matters;
- I am aware of the rules regarding building periods and verified the period remaining, if any, to complete the construction of the dwelling.

Signed at _____(Place) on this _____ day of _____20_____.

Buyer/New Owner

Witness



Agreement

For the provision of water and electricity

1. DEFINITIONS

“**Member**” means (full first name, surname and ID number of natural person/registered name and registration number of legal entity) who is the buyer and/or registered owner of the property:

NAME & SURNAME

.....

1.1 “Member’s addresses” (Woodland Hills address)

Postal address:

.....

Residential address

.....

.....

1.2 “**Property**” refers to lot....., Extension 166, Bloemfontein;

1.3 “**Initial tariff**” refers to the tariffs that are levied at the start of the agreement.

1.4 “**the Association**” is the Woodland Hills Home Owners’ Association, a Schedule 21 company with registration number 2005/010574/08.

1.5 “**Main supplier**” is the Mangaung Local Municipality.

2. NOTES

- 2.1 The **Association** is the body responsible for the management and control of the Woodland Hills Wildlife Estate, which is situated in the suburb known as Bloemfontein Extension 166 (hereafter referred to as “the suburb”)
- 2.2 The member purchased the property subject to the rules and statutes of the **Association** and in terms of the statute is compelled to become a member of the **Association** and remain as such as long as he/she owns the property.
- 2.3 Water and electricity for the suburb is supplied to the **Association** by the main supplier and the **Association** resells this supply to the owners of the different plots (the members) in the suburb.
- 2.4 The member needs an electricity and water supply to the property and the **Association** is prepared to deliver such to the member subject to the Water Provision Regulations and Electricity Provision Regulations and the conditions in this agreement.

3. Provision of water and electricity

The parties agree that the **Association** will supply water and electricity to the member subject to the Water Provision Regulations and Electricity Provision Regulations and conditions set out in this agreement.

4. Type of electricity that will be supplied

- 4.1 The electricity will be supplied with an alternating current at a nominal current of 230 volt with a frequency 50 Hertz or at a different nominal current, which is available from the main supplier from time to time.
- 4.2 The supply to each individual lot that is zoned “Residential 1” will be a three-phase supply and the lots that are zoned “Residential 2” and “Residential 3” will be a single-phase supply.
- 4.3 The access point will be determined by the **Association** and will be:
 - 4.3.1 At the terminals in the **Association’s** meter board where the meter equipment is installed wherever the **Association** decides, at the property boundary or at a point on the property, which is decided upon.
 - or
 - 4.3.2 Where the **Association** uses a distribution kiosk for the housing of the meters at a point on the boundary of the property where the **Association’s** service cable is patched into that of the member.
- 4.4 The electricity consumption will be measured in kilowatt per hour.

5. Type of water that will be supplied

- 5.1 Water that is supplied in terms of this agreement will comply with the health requirements of the Local Government and the requirements of applicable legislation.
- 5.2 The specifications of the material used to connect to the water supply as well as the water pipe and the meter will be at the discretion of the **Association** but will not contravene any requirements of the local authorities.
- 5.3 The point where the water will be provided will be on the boundary of the property and will be placed in a position that is exclusively decided by the **Association**.
- 5.4 The water consumption will be measured in kilolitre and decimal functions thereof.

6. Payments and pre-paid meters

- 6.1 From time to time the **Association** will determine an internal tariff which will be costs payable by members for electricity and water consumption. This is done with the understanding that the **Association** uses its exclusive discretion to amend the costs and inform the members of such changes. Such costs will not exceed the limits set out in applicable legislation.
- 6.2 All water and electricity that is supplied in terms of this agreement will be measured with pre-paid meters or any other meters the **Association** deems acceptable and will be supplied by the **Association**. The pre-paid tariffs will be payable by the member. The member will be responsible for the costs of the water meter and electricity meter and the replacement of such if replacement is necessary if it falls outside of the manufacturer's warranty.
- 6.3 If the **Association** does not make use of pre-paid meters, it can demand a deposit from the member.

7. Prerequisites of members

- 7.1 Members will be entitled to use electricity on the property up to the maximum as decided on by the **Association**, to use equipment that has been declared to and approved by the **Association** or utilise equipment that is normally used in a residential property.
- 7.2 The member will not use electricity for any other use than stated in this agreement without the written permission of the **Association** and also undertakes not to supply electricity provided by the **Association** to a third party.

8. Apparatus that must be provided by members

- 8.1 Should the **Association** demand this, members must provide suitable housing and a meter board, approved by the **Association** and maintain these in a good condition for equipment and meter(s) installed by the **Association**.
- 8.2 The member will provide, install, connect, manage and maintain all electrical apparatus approved by the **Association** and which is necessary to connect to the connection point at his/her own cost.
- 8.3 The member's apparatus as well as the wiring of his/her electrical installation will be designed, constructed, installed and maintained properly by the member and must adhere to all statutory requirements or bylaws regulating the use of electricity, which become applicable from time to time. An extension or addition to the member's electrical installation that could increase the capacity may not be used unless written permission is obtained from the **Association** and the **Association** has approved and reached an agreement in terms of the conditions for the increase in the member's supply. The **Association** is entitled to recover all losses suffered and costs incurred as a result of a member neglecting to follow the stipulations in this agreement, from the member.
- 8.4 The member must ascertain the nature of the safety regulations put in place by the **Association** for the supply and must then ensure that he/she provides enough safety precautions for his/her own equipment.
- 8.5 The member accepts that it is not practically possible for the **Association** to install safety equipment in its system that will ensure that vehicles and/or other equipment belonging to the member will be safe under all circumstances in the case of low currents or phase losses. Thus, the member accepts that it is his/her responsibility to ensure that his/her vehicles and other equipment are protected against incidents involving the abovementioned.
- 8.6 The member also accepts that any planned or unplanned interruption in the supply can cause damage to the member's installation or equipment and thus the member accepts that it is his/her responsibility to take the necessary precautions against such damages.
- 8.7 If a member has or decides to install his/her own standby generator for use during electricity interruptions, he/she must ensure that the equipment used for the connection to the electricity installation is approved by the **Association**. This generator may only be used during electricity disruptions and the use thereof is limited to the member and is used at the risk of the member under the terms and conditions determined by the **Association**.

9 Access to consumers' premises

The **Association's** authorised representative will be allowed access to the member's premises at all reasonable times for inspection of the electrical installation, testing and reading of meters and the maintenance, retrieval and removal of the **Association's** equipment installed on the member's premises.

10 Start of the provision

- 10.1 The provision of water, subject to the member complying with the **Association's** prerequisites for the provision thereof, will be made available on a date determined by the **Association** or as quickly as practically possible with the proviso that the **Association** is not bound to supply water within thirty (30) days of the member applying for the provision thereof.
- 10.2 The provision of electricity, subject to the member complying with the **Association's** prerequisites for the provision thereof will be made available by the **Association** on a date determined by the **Association** or as quickly as practically possible with the proviso that the **Association** is not bound to supply electricity within thirty (30) days of the member applying for the provision thereof.
- 10.3 Prerequisites for the provision of water or electricity or the continued provision thereof may include a requirement that all levies or any other payments due to the Association are paid in full or any other prerequisite that the Association may set from time to time.

11 Notices

- 11.1 Notices posted to the member in terms of this agreement will be considered as received by the member on the seventh day after the date of postage. The member agrees that notices can be sent electronically (e-mail) if the member has an e-mail address and provides this to the **Association**.
- 11.2 Notices to the **Association** must be addressed to:

The General Manager
Woodland Hills Wildlife Estate
P.O. Box 43327
Heuwelsig
9332

Or to alternate places which the **Association** may indicate from time to time. If it is sent by post, it will be considered as received by the member on the seventh day after the date of postage.
- 11.3 The member chooses as his/her *domicilii citandi et executandi* for all intents and purposes as the address where the water and electricity is supplied to or alternatively at the address given to the **Association** for this purpose. The **Association** is entitled to use

any of the abovementioned addresses for the purpose of litigation in terms of this agreement.

12 Testing of meters

- 12.1 The **Association** will only test a meter or meters following a written request and payment of the applicable testing fees. If the test results indicate that the meter reads no more than 2.5% (two point five percent) too high or too low, the meter will be considered accurate. If the test results indicate that the meter is more than 2.5% inaccurate, it will be assumed that this was the case from when the error can reasonably be proved and the recorded consumption will be settled accordingly. The member will receive the necessary reimbursement and the testing fees will be paid back to the member.
- 12.2 If the test results show that the average inaccuracy is less than 2.5% (two point five percent), the testing fees payed by the member will be forfeited to the **Association**.
- 12.3 The **Association** reserves the right to test any meter at any time and if test results show that the meter was on average 2.5% (two point five percent) inaccurate, it will be assumed that this was the case from when the error can reasonably be proved and the recorded consumption will be settled accordingly.

13 Balance of phases and disruptions of other supplies

- 13.1 If a member is provided with a three-phase supply, he/she will balance the load over all three phases at all times to the reasonable satisfaction of the **Association**.
- 13.2 The member will utilise the electrical supply in such a way that he/she does not cause disruptions to the effective and commercial supply to other consumers and will at all times ensure that any current disruptions caused by the member does not exceed the amount set by the **Association**.

14 Continuity, decrease and change of supply

- 14.1 The **Association** will take all necessary precautions to ensure that a suitable connection for the distribution of water and electricity is obtained and maintained to provide a constant supply of water and electricity and will, where necessary, obtain the necessary skills to manage the connection. The **Association** will not guarantee that said supply will be maintained and will not be held accountable for any damages, expenditure or losses suffered by members for any failure or disruption in the supply of water and electricity or any change in current or frequency or any failure to provide a balanced three-phase supply.
- 14.2 Without prejudicing the regulations in aforementioned clause 14.1, if for any reason the **Association** can be held liable for damages incurred by a member as a result of a

decrease in load or any disruption in the supply or any change in current or frequency or any failure to supply water or electricity, the liability will be limited to direct costs only.

- 14.3 For the purpose of the effective management and extension of the **Association's** distribution network or when the **Association** experiences a shortage in supply from the main supplier, the **Association** reserves the right to disrupt the supply to a member.

15 Disconnection of supply, lawsuits and costs

- 15.1 The **Association** will, at the request of a member, temporarily disconnect the said member's supply.
- 15.2 If a member fails to fully comply with all regulations of these conditions, the **Association** has the right to give notice to a member to correct the deviation and if the member fails to do this within fourteen (14) days after receipt of the notice, the **Association**, without prejudicing its right to collect any monies owed by said member and claim compensation, can suspend the supply and terminate the agreement.
- 15.3 The Association can suspend the electricity supply with immediate effect for any reason stated in the Regulations or if a member allows the housing for the **Association's** equipment or any of the electrical installations to become faulty which, according to the Association's opinion, poses a threat to the safety of humans and property. The **Association** will inform the member in writing of the suspension and will restore the supply after the reason/s for the suspension have been rectified.
- 15.4 The member, by signing this agreement, agrees to fall under the jurisdiction of the magistrate's court with regard to any action or prosecution that the **Association** may institute against the member in terms of this agreement. Notwithstanding the previous regulations, the **Association** has the right to institute legal proceedings in the High Court if such prosecutions fall outside the jurisdiction of the magistrate's court.
- 15.5 If a member is guilty of any contravention of the regulations of this agreement and the **Association** is forced to take legal action, the member will be responsible for all costs and expenditure incurred by the **Association** as a result of said legal action. This includes legal fees with costs as well as collection and tracing fees.

16. Duration of this agreement

The electricity provision agreement will be enforced on the date of signing and will be terminated in compliance with the regulations contained therein.

17. Termination of this agreement

The member will not transfer or cede his/her rights and responsibilities with regard to this agreement without the written permission of the **Association**. Such permission will not be unreasonably withheld.

ACCEPTED AND SIGNED ON BEHALF OF THE BUYER/MEMBER

AT.....DAY OF..... 201...

IN THE PRESENCE OF UNDERSIGNED WITNESSES

AS WITNESSES;

BUYER/MEMBER

1.....

2.....

.....

Print Name

WOODLAND HILLS WILDLIFE ESTATE - INDEMNITY AND WAIVER AGREEMENT



1. Introduction

- 1.1 The Woodland Hills Homeowners Association / Hillandale Homeowners Association (NPC) is hereinafter referred to as "HOA".
- 1.2 The undersigned member of the HOA, on his/her own behalf and on the behalf of all other residents or occupants of his/her/its property, all employees employed on or visiting the property and all other visitors to the property as well as minor children in his/her/their care, hereby agree as follows:

2. Indemnity and Waiver

- 2.1 The **Member** agrees and accepts that he/she:
 - 2.1.1 is purchasing property on a Wildlife Estate;
 - 2.1.2 is entering and will reside on the **Estate** at his/her own risk, and that he/she will have no claim against the HOA as a result of any occurrence from whatsoever nature arising from his/her residence on or visit to the **Estate**.
 - 2.1.3 is aware of wild animals roaming freely on the **Estate**;
 - 2.1.4 is aware that there are numerous unfenced water holes and dams on the **Estate** which pose an inherent danger of possible drowning and injury;
 - 2.1.5 agrees that fencing of wildlife or water holes or dams is not practical and will change the character of the **Estate** and that the onus is on **Members** to ensure residents and visitors are aware of and act in accordance with such dangers;
 - 2.1.6 is obliged to exercise his/her own independent judgment in familiarising himself/herself with the nature of risks of free roaming wild animals and or unfenced water holes and dams and take precautions to protect minor children as well as any other occupant, resident, visitor or employee against such risks;
 - 2.1.7 hereby waives all claims of any nature whatsoever which he/she or any other residents or occupant of his **Property** or visitor to the **Property** or employee at his **Property** may have, or which may arise from such residence or occupation or visit to the **Estate**, against the HOA, it's employees, agents and/or representatives, arising from the death of, or injury to such person, the damage to or theft of any property, occasioned during their stay on the **Estate**, notwithstanding that such death or injury or loss or damages has been occasioned by any lack of care or skill or negligence or other omission on the part of the HOA, it's employees, agents or representatives;
 - 2.1.8 hereby indemnifies and holds harmless HOA, it's employees, agents and/or representatives against all loss, or damage arising from any claim which may be brought against any one of them by any of the **Member's** dependants and/or family members and/or any minor children (under the care and supervision of the undersigned and on whose behalf the undersigned have signed this agreement), visitors or employees in respect of any death, injury, loss or damage referred to in clause 2.1.7;
 - 2.1.9 has fully acquainted himself/herself with the terms and conditions of this agreement and understands and accepts this indemnity and waiver agreement.

MEMBER SIGNATURE **FULL NAME & SURNAME OF MEMBER** **DATE**

WOODLAND HILLS Electricity Agreement



I, the undersigned, apply for the provision of Electricity according to the financial, electricity supply regulations and tariff schedules of the Hillandale Homeowners Association which may be obtained at the administrative office (admin@woodlandhills.co.za)

If my application is approved, I undertake to abide by the conditions of the relevant regulations for the duration of the agreement. I understand that the provision of electricity will be terminated if payment of levies or any other amount due to the Association is outstanding.

Owners Particulars:

Title: _____

Initials: _____

Full Name _____

Surname _____

ID Number _____

Cell Number _____

Office Number _____

Fax Number _____

E-mail address _____

Woodland Hills Property detail:

Stand Number: _____ or;

Complex Name & Number _____

Street Address _____

Postal Address _____

OWNER SIGNATURE

DATE

WOODLAND HILLS Water Agreement



I, the undersigned, apply for the provision of Water according to the financial, water supply regulations and tariff schedules of Woodland Hills Wildlife Estate Pty Ltd.

If my application is approved, I undertake to abide by the conditions of the relevant regulations for the duration of the agreement. I understand that the provision of water will be terminated if levy or other payments due to the Association is in arrears.

Owners Particulars:

Title: _____

Initials: _____

Full Name _____

Surname _____

ID Number _____

Cell Number _____

Office Number _____

Fax Number _____

E-mail address _____

Woodland Hills Property detail:

Stand Number: _____ or;

Complex Name & Number _____

Street Address _____

Postal Address _____

OWNER SIGNATURE

DATE

