



ATLANTIC BEACH

ANNEXURE TO LEASE AGREEMENT

ATLANTIC BEACH HOMEOWNERS' ASSOCIATION NPC

The Tenant has entered into or will enter to a lease agreement with the Owner in respect of a property or unit located at the Atlantic Beach Estate. The Tenant hereby executes this Annexure as required by the Atlantic Beach Homeowners Association NPC (“**ABHOA**”).

1 Schedule

1.1 Tenant Full Name:

1.2 Registration Number /
Identification Number:

1.3 Physical Address of
Erf/Unit let:

1.4 Owner's Name:

1.5 Owner's identification
number/registration
number:

1.6 Owner's Email address:

1.7 Owner's cell phone
number:

1.8 Cell Phone Number of
Tenant:

1.9 Email address of tenant:

2 Definitions

In this Annexure, unless the context indicates a contrary intention, the below words shall have the following meanings:

- 2.1 “**Annexure**” means this annexure, to be annexed to the Lease Agreement;
- 2.2 “**Erf**” means any erf on the Estate;
- 2.3 “**Estate**” means the Atlantic Beach Golf Estate, Melkbosch Strand;
- 2.4 “**HOA**” means the Atlantic Beach Homeowners Association NPC, registration number 1999/000213/08;
- 2.5 “**Lease Agreement**” means the lease agreement concluded between the Tenant and the Owner, whether oral, tacit or written, in terms whereof the Tenant is granted the right to occupy an Erf or Unit in the Estate;
- 2.6 “**MOI**” means the memorandum of incorporation of the HOA;
- 2.7 “**Owner**” means the owner as described in clause 1.4 of the schedule above;
- 2.8 “**Rules**” means the rules made by the HOA from time to time;
- 2.9 “**Tenant**” means the tenant as described at clause 1.1 of the schedule above;
- 2.10 Words and expressions defined in the MOI shall bear the same meanings herein, save as expressly provided to the contrary.

3 Introduction

- 3.1 The HOA has been established to *inter alia* manage the Estate and promote and enhance the communal interests of all owners and occupiers of the Estate.
- 3.2 As a tenant, you fall within the definition of “Occupier” as provided for in the MOI as you occupy an Erf or Unit within the Estate. Accordingly, you are bound to comply with certain provisions of the MOI and the Rules.
- 3.3 This Annexure sets out certain terms and conditions in respect of your compliance with the MOI and the Rules. This Annexure does not provide for all of your rights and obligations as an occupier of the Estate and you are required to read the MOI and Rules in full.

- 3.4 In the event of any inconsistency between the provisions of this Annexure and the MOI or Rules, the provisions of the MOI or Rules shall prevail.

4 Compliance with Rules and MOI

- 4.1 The Tenant shall at all material times comply with the MOI and the Rules for observance by residents and occupiers of the Estate and their invitees, including (without generality being limited) insofar as such MOI and Rules relate to:
- 4.1.1 the security on the Estate and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Estate or any parts thereof;
 - 4.1.2 the driving and parking of vehicles on or about the Estate; and
 - 4.1.3 the utilisation of “Common Areas”, “Club House”, “Golf Course” and “Recreational Facilities” at the Estate.
- 4.2 **In order to ensure the security of the Estate and all owners and occupiers thereof, the HOA shall be entitled to, but not obliged to, conduct credit and criminal checks in respect of the Tenant and the Tenant hereby expressly agrees to such checks being carried out by the Estate.**
- 4.3 **Notwithstanding the aforesaid, it is expressly recorded that it is the Owner’s responsibility to ensure that all criminal and credit checks are carried out in respect of the Tenant and should the Owner fail to do so and the HOA suffer damages as a result thereof, the Owner indemnifies and holds the HOA harmless from any such damages as may be incurred. The aforesaid is in addition to and not in substitution of the provisions of the MOI regulating the Owner’s liability to the HOA.**
- 4.4 **The Tenant’s (and their invitees and guests) use of “Common Areas”, “Club House”, “Golf Course” and “Recreational Facilities” shall be entirely at its own risk.**
- 4.5 The Tenant further agrees that it shall comply with –
- 4.5.1 any statute, regulation or by-law imposing duties or obligations upon it as Tenant or affecting the use of the Leased Premises; and

- 4.5.2 if the Tenant lets a Unit, the management rules and the conduct rules of the relevant body corporate established in respect of a sectional title scheme within the Estate.
- 4.6 The Tenant shall not contravene or permit the contravention of –
- 4.6.1 the title deed conditions relating to the Leased Premises;
- 4.6.2 the HOA's MOI and Rules;
- 4.6.3 any management rules and the conduct rules (if applicable to the Tenant); or
- 4.6.4 any law, by-law or statutory regulation which the Owner is required to observe as a result of the ownership of the Leased Premises or relating to the occupation of the Leased Premises.

5 Acknowledgments and Undertakings

- 5.1 **The Tenant hereby acknowledges and confirms that it has been provided with a copy of the MOI and the Rules and has been advised as to where any amendments thereto will be made available from time to time.**
- 5.2 **The Tenant confirms that it has read the Rules and MOI and understands the provisions thereof. Where the Tenant has not understood a particular provision, it has obtained clarity from the agent, the Owner or the HOA.**
- 5.3 **The Tenant undertakes to comply with the provisions of the MOI and the Rules and to ensure that all other occupiers of the Erf/Unit and all of its invitees, guests, contractors and staff comply therewith in full, it being acknowledged that the Tenant will be liable to the HOA for any breach of the MOI or Rules by such third parties.**
- 5.4 **The Tenant undertakes to ensure that it keeps the most recent version of the MOI and Rules on file.**

6 Signature

6.1 The Tenant's and Owner's signature hereto creates binding obligations on the Tenant and Owner in favour of the HOA.

6.2 The HOA, regardless of whether it countersigns this Annexure, shall be entitled to enforce its rights hereon on written notice to the Tenant or Owner.

Signed at _____ on _____ 20/____.

TENANT

Date:

Place:

Signatory: _____

Capacity: _____

(Duly authorised)

Signed at _____ on _____ 2022.

OWNER

Date:

Place:

Signatory: _____

Capacity: _____

(Duly authorised)