

REGISTERED this _____
25 OCT 2007
[Signature]
Deeds Office,
Windhoek. Registrar of Deeds



PROTOCOL NO 1394

K 235 - 2007 S

NOTARIAL DEED OF IMPOSITION OF CONDITIONS

Know all men whom it may concern

That on this the 11th day of October 2007 before me

CARL-Heinz Scriba

[Handwritten signature]

a Notary Public, duly appointed, residing and practising at Windhoek, Namibia, personally came and appeared

TOBIAS JOHANNES ADRIAN LOUW

hereinafter called the Appearer in his capacity as duly authorized agent of:

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[Handwritten signature]

1. **FINKENSTEIN HOME OWNERS ASSOCIATION**
(herein represented by GIDEON JOHANNES FACKULYN GOUS in his capacity as trustee and duly authorized tehereo)

(hereinafter called the ASSOCIATION)

by virtue of a Power of Attorney granted to him at WINDHOEK on the 2nd day of October 2007, and

2. **THE TRUSTEES FOR THE TIME BEING OF THE FINKENSTEIN DEVELOPMENT TRUST**
(herein represented by GIDEON JOHANNES FACKULYN GOUS in his capacity as trustee and duly authorized tehereo)

(hereinafter referred to as the OWNER),

by virtue of a Power of Attorney granted to him at WINDHOEK on the 2nd day of October 2007, and

which Power of Attorney appointing the Appearer have this day been exhibited to me and now remains filed in my Protocol,

AND the said Appearer declared that:

WHEREAS the OWNER is the registered owner of certain land described as

CERTAIN Portion 4 of the farm Finkenstein no. 526 Kappsfarm

SITUATE In the Kappsfarm Settlement Area

Registration Division "K"

Khomas Region

MEASURING 233,9354 (TWO THREE THREE COMMA NINE

THREE FIVE FOUR) Hectares

HELD BY Deed of Transfer still to be registered

(hereinafter referred to as the "PROPERTY")

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- 1.5 No further improvements of any nature may be effected on the PROPERTY without the prior written approval of the ASSOCIATION or its nominee and any building plans in respect of any such improvements to be erected on the PROPERTY shall be subject to prior written approval of the said ASSOCIATION. Such approval will be required without limitation to all external finishes including materials and colours for all walls, roofs and windows and such improvements shall at all times comply with the Architectural Design and guidelines as accepted by the ASSOCIATION from time to time.
 - 1.6 The OWNER and/or its successors in title of the PROPERTY shall not make any application for the rezoning, consolidation or subdivision of his PROPERTY without the prior written consent of the ASSOCIATION.
 - 1.7 The PROPERTY shall be subject to a right of access by employees and/or agents of the ASSOCIATION for the purpose of the construction and day to day maintenance of Municipal related services in respect of water, sewerage, drainage, electricity and gas including any telecommunication services, roads and pathways which right includes the right to place on such PROPERTY any material that may be excavated on the PROPERTY or any adjacent PROPERTY.
 - 1.8 The building value of the main building, excluding the outbuilding must be at least 1,5 (one comma five) times the valuation of the erf from time to time.
2. The OWNER or his successors in title shall further be entitled to make use of all roads and pathways constructed within the Remainder of Portion 4 of the Farm Finkenstein no. 526, the ownership of which will subject to compliance with the provisions of this deed vest in the ASSOCIATION, for purposes of obtaining access to the PROPERTY and such use shall be so vested in perpetuity.

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AND WHEREAS the OWNER and the ASSOCIATION have agreed to impose the following conditions against he PROPERTY

NOW THEREFORE THE APPEARER DECLARED THAT

1. The PROPERTY shall be subject to the following conditions in favour of the ASSOCIATION, namely:
 - 1.1 The OWNER and/or its successors in title shall by virtue of his ownership of the PROPERTY automatically become and remain a member of the FINKENSTEIN HOME OWNERS ASSOCIATION and be bound by its Memorandum and Articles of Association and any Rules adopted by the ASSOCIATION until such OWNER ceases to be an OWNER.
 - 1.2 The OWNER and/or its successors entitle shall by virtue of its automatic membership of the ASSOCIATION, and payment of levies as such be liable for the construction and future maintenance of all services upon the PROPERTY which services include water, electricity, roads, pavements, street lighting and sewerage.
 - 1.3 The PROPERTY or any portion thereof shall not be sold, alienated, transferred or leased without the prior written consent of the ASSOCIATION which consent shall only be issued once the ASSOCIATION has confirmed in writing that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due to it by the OWNER have been paid.
 - 1.4 Neither the PROPERTY nor any subdivision or consolidation thereof, nor any section erected thereon, nor any interest therein or thereto, shall be sold or transferred to any person or entity who has not agreed to become a member of the ASSOCIATION and to be bound by its Memorandum and Articles of Association and any Rules adopted by it and who has not secured payment by way or a debit order or such other method of payment acceptable to the ASSOCIATION of the monthly levy due to it.

Handwritten initials and signatures: A, R, and a signature.

3. SUCCESSORS IN TITLE

The terms "OWNER" and "ASSOCIATION" include their respective successors in title or assigns and all the rights and obligations herein created are so vested and imposed in perpetuity.

4. ACCEPTANCE


And the appearer on behalf of the OWNER and the ASSOCIATION hereby accept, in so far as is necessary, the benefits of the agreement subject to the terms and conditions aforesaid.

5. ATTESTATION

THIS DONE AND EXECUTED by the appearer before me, Notary Public on the day month, and year first aforewritten, in the presence of the subscribing witnesses.

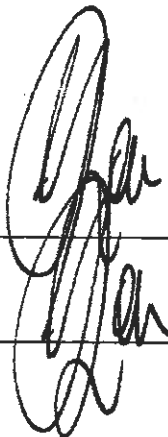
AS WITNESSES

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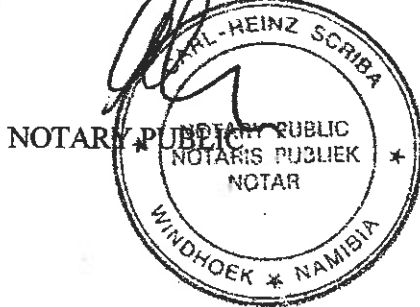


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QUOD ATTESTOR



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EXAMINERS NOTES

① Withdraw ~~4th~~ 4th
copy Done. \int
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