

**PEATTIE’S LAKESIDE RESORT
CARAVAN CABINS SITE LEASE**

AGREEMENT OF LEASE: SCHEDULE

The Peattie’s Lakeside Resort is a holiday resort, as specified in the conditions of establishment issued by the KwaZulu-Natal Provincial Government. The caravan/cabin sites are for holiday/recreational use and cannot be leased as a permanent residence. All tenants are required to provide details of their permanent residential address as a condition of this lease.

The Resort is owned by the Peattie’s Lakeside Family Trust No IT IT845/1997 which has sub-let the property to R Peattie & Son, who are duly authorised to enter into this lease agreement.

The Landlord: RJ PEATTIE & SON
Address of Landlord: P O BOX 65, Cramond, Kwazulu-Natal, 3220
Physical Address: Corndene Farm, Otto’s Bluff, Provincial Road D9, Cramond, 3220

The Lessee:
Residential Address
of Lessee: _____

Site allocated to Lessee:

Commencement Date:

Lease period: This lease will commence on
and terminate on

As the lease period exceeds 24 months, the Consumer Protection Act No.68 of 2008 (CPA) requires proof of the financial benefit to the Tenant in the extended lease period. The benefits to the Tenant in the extended period are the following: The extended period of the lease justifies the tenant’s investment in improvements to the moveables on the caravan/cabin site, and is inserted at the request of the tenant.

Monthly Rental for the firstmonths of the Lease: R

LEASE AGREEMENT:

1. THE NATURE OF THE LEASE

The Landlord lets to the Tenant who hires from the Landlord, the site described in the Schedule, subject to the terms and conditions set out in the Schedule, this Lease Agreement and the Resort Rules.

2. PAYMENT OF RENT

2.1. The rental shall be paid by the Tenant to the Landlord:

2.1.1. Monthly in advance;

2.1.2. Without deduction or demand;

2.1.3. On or before the first day of each calendar month;

2.1.4. Free of exchange;

2.1.5. Directly into the Landlord's bank account, as confirmed in writing from time to time.

BANKING DETAILS:- R PEATTIE & SON
BANK: STANDARD BANK
BRANCH: MAIN BRANCH
A/C NO: 052114996
BRANCH CODE:057525

2.2. In the event of the Landlord cancelling this Lease and the Tenant either failing or refusing to vacate the site, the Tenant shall nonetheless continue to pay the rental, such rental being treated as rental or liquidated damages as the case may be.

3. RENEWAL OR TERMINATION

The Landlord shall send a notice to the Tenant advising him of the expiry of the lease, 60 days before the date of expiry. The notice must:

3.1. Provide details of any material changes (such as increased rental) that would apply if the lease was renewed, or otherwise continue after its expiry date; and

3.2. inform the Tenant whether the lease may be renewed or extended, alternatively whether it will terminate on the expiry date.

4. MONTH-TO-MONTH AUTOMATIC RENEWAL

If the lease is not terminated by the Landlord or Tenant and the notice of expiry did not specifically terminate the lease, then the lease will continue automatically on a month to month basis. In this event, either the Landlord or Tenant may give the other party 1 months' notice to cancel the lease.

5. AGREED RENEWAL / EXTENSION

If the Tenant wants to renew or extend the lease as provided for in clause 4 he must advise the Landlord accordingly within 20 business days.

6. NUMBERS AND REGISTRATION OF OCCUPANTS

Due to the nature of the Resort, and in order for the Landlord to maintain control of and ensure proper maintenance of the resort facilities, the Tenant shall not permit the site to be occupied by more than six occupants and shall register the names of such occupants with the Resort Manager and pay the applicable visitors fees in accordance with Rule 23 of the Resort Rules.

7. SUB-LETTING AND ASSIGNMENT

Due to the nature of the Resort, the Landlord is required to protect the rights of other tenants/occupiers, and ensure that all rights, obligations and rules are accepted and understood to be binding by prospective new tenants. It is accordingly agreed that:

- 7.1. **The Tenant shall not be entitled to sub-let the site or any portion thereof or anything thereon or otherwise part with the personal possession or occupation of the site, portion thereof or thing thereon without the prior written consent of the Landlord.**
- 7.2. **Neither the Landlord nor the Tenant shall be entitled to cede, assign, mortgage or transfer this Lease or its interest therein without the prior written consent of the other party to this Lease, which consent shall not be unreasonably withheld.**
- 7.3. **Any attempt by either party to cede their rights without prior written consent will be a material breach of this lease agreement.**

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8. MAINTENANCE

TENANT'S OBLIGATIONS:

- 8.1. The Tenant shall keep and maintain the site, including the service connections, in good order and in a clean and sanitary condition. At the termination of this Lease, the Tenant shall return the same to the Landlord in like good order and condition, reasonable wear and tear alone excepted;

- 8.2. The Tenant shall maintain the garden site allocated and the bank in front of the garden in a neat and tidy condition, including, where applicable, the trimming of any creepers and/or trees;
- 8.3. **In the event of the Tenant failing to maintain the site and garden the Landlord shall be entitled to give the Tenant thirty days' notice to remedy such and in the event of the Lessee remaining in default, the Landlord shall be entitled to carry out whatever repairs and renovations may be necessary and to recover the costs from the Tenant.**
- 8.4. No alterations whatsoever shall be made to the water and sanitary pipes, gas or electrical conduits and service connections on the site without the written consent of the Landlord first having been obtained;
- 8.5. **Should a caravan/cabin fall into disrepair or become unsightly, the Landlord may give the Tenant a reasonable timeframe in which to make repairs. If this is not achieved in the specified time frame, the Landlord may carry out the work itself and claim the costs from the Tenant.**
- 8.6. **Only gas or solar geysers, and gas stoves/hob/ovens may be installed in the caravan cabins.**
- 8.7. **The Tenant shall at its own expense, obtain an electrical compliance certificate and a gas compliance certificate in terms of the Occupational Health and Safety Act of 1993, prior to occupation of the site, and copies of the compliance certificates must be presented to the Landlord on signature of this agreement. Any certificate older than 6 months shall not be acceptable and a new inspection and certificate must be obtained.**
- 8.8. **The Tenant is responsible for the electrical connection from the distribution board or breaker point supplied by the Landlord. The Tenant is responsible to ensure that the cable to the cabin/Plettenberg and the internal reticulation is in compliance with the Occupational Health and Safety Act of 1993 and remains compliant for the duration of this Lease.**

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LANDLORDS OBLIGATIONS:

- 8.9. The Landlord is responsible to attend to the following areas of maintenance and ensure that each area/aspect is well maintained and in a clean, neat and sanitary state/in good working order:
- 8.9.1. the Ablution blocks;
 - 8.9.2. the Laundry area;
 - 8.9.3. the General Reticulation System for the Electricity;
 - 8.9.4. General Garden

9. LIABILITY

The Tenant holds the Landlord harmless against any claim which may arise against the Landlord in respect of:

- 9.1. The loss of or damage to any static caravan/cabin, structure or movable thing which may be on the site from time to time;
- 9.2. Personal injury to the Tenant himself, his family, his guests, his servants or any third parties, arising from or connected with the presence of the persons named including the Tenant within the resort.

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Except where such loss, damage or injury is as a direct result of the gross negligence of the Landlord or it's employees.

10. USE OF SITE

- 10.1. The site shall be used for the siting of a holiday/recreational static caravan cabin, details of which are given in the Schedule hereto. The static caravan cabin shall at all times be maintained to a standard approved by the Landlord.
- 10.2. Holiday/recreational use is defined as temporary accommodation, which requires that the Tenant shall at all times be able to provide proof of permanent residential address.
- 10.3. Any Tenant that fails to permanently reside at an alternative fixed residential address will have materially breached this Lease agreement. The Landlord is entitled to request proof of permanent residential address at commencement of the lease and at reasonable intervals as may be required, to ensure compliance with the conditions of establishment for the Resort.

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11. RESORT AND BODY CORPORATE RULES

The Peattie's Lakeside Resort is a unique development that is situated within a Sectional Title Scheme known as the Peattie's Lakeside Resort No SS613/1998. The Scheme is a split usage scheme with units 11 and 12 being commercial, and the balance of the units being residential. The Resort is situated on Unit 12 and Exclusive Use Area 13 and is owned by the Peattie's Lake Trust. The Trust is accordingly a member of the Body Corporate and is bound by the Body Corporate Rules for the Scheme. The Trust, as the Resort Owner (Unit 12 and Exclusive Use Area 13), is entitled to impose rules for the control and management of the commercial holiday resort enterprise. All tenants, whether of a Caravan Cabin site or a Plettenberg home site, are bound by both the Resort Rules and the Body Corporate Rules.

- 11.1. The Tenant is obliged to adhere to the Resort Rules and Body Corporate Rules that form part of this Lease agreement.
- 11.2. Any breach of the Resort or Body Corporate Rules, or conduct that amounts to a nuisance to other tenants in the Resort, or members of the Body Corporate is a material breach of this lease.

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12. IMPROVEMENTS

The Tenant shall not be permitted to erect any structure (whether movable or immovable) on the site, or having erected such a structure to alter the same, without written consent from the Landlord, which consent shall not be unreasonably withheld. In the event of the Landlord consenting to any such erection or alteration, or in respect of any pre-existing improvements, no compensation shall be payable to the Tenant therefore on the termination or expiry of this Lease, but the Tenant may remove same (and shall remove the same if required by the Landlord so to do) and shall be obliged before the termination or expiry of this Lease to repair any damage caused by such removal and shall be obliged to make good the site

13. INSURANCE

The Tenant undertakes to insure the structure (whether movable or immovable) and its contents against fire and the spread of fire, and to maintain the validity of such policy at all times.

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14. INSPECTION

The Landlord or its agents shall be entitled at all reasonable times to enter the site to see the condition thereof with its workmen, agents and others and to execute repairs or renovations required or allowed under this Lease.

15. INDULGENCES

Any extension or extensions of time granted by either party to the other hereunder for the completion of the other party's obligations hereunder, or other indulgences or concessions granted shall not in any way prejudice that party's rights in terms of this agreement.

16. NON VARIATION

This document read with the Schedule and Resort Rules shall be the whole and only contract between the Landlord and the Tenant and no alteration or variation of this Lease shall be of any force or effect unless it is written down and signed by the parties or their duly authorised representatives.

17. DOMICILIA / ADDRESS FOR SERVICE OF DOCUMENTS

The physical address given on the Schedule to this Lease will always be the address that both the Landlord and Tenant have chosen where summonses, legal documents and notices can be served.

18. NOTICE

All notices in terms of this Lease shall be in writing and shall be sent by prepaid registered post, or shall be physically delivered. Such notices shall be deemed to have been received by the party to whom they were addressed at noon on the fifth day following the day of their posting or on the actual date of delivery.

19. JOINT AND SEVERABLE LIABILITY

If the Tenant comprises more than one legal person, such legal persons accept their liability to the Landlord in terms of this Agreement, as joint and several.

20. SEQUESTRATION OR LIQUIDATION

Should the estate of the Tenant be sequestered or liquidated either provisionally or otherwise, the Landlord shall have the right and the option notwithstanding any previous waiver or anything to the contrary herein contained, of cancelling this agreement forthwith and repossessing the leased site. The Tenant will nevertheless, be liable for any and all rent and other monies that may or shall be owing under this agreement up to the date upon which the Landlord may regain possession and delivery of the leased site, and also damage sustained by the Landlord.

21. INTERPRETATION

For the purpose of this agreement wherever words importing the singular are used they shall include the plural and wherever the male gender is used shall include the female and neuter genders.

22. CLAUSE HEADINGS

The headings to the clauses of the Lease Agreement, and Resort Rules are intended for convenience only and shall not affect the construction of the Lease and Resort Rules.

23. BREACH

23.1. BY THE TENANT

23.1.1. The Landlord may cancel the lease if the Tenant breaches any provision of the Lease Agreement, Schedule or the Resort Rules; or fails to pay the rental within the first 7 days of the calendar month, or any other amounts due in terms of this agreement, by giving 20 business days' notice to

remedy the breach. If the Tenant does not remedy the breach within the notice period of 20 business days, the lease will be deemed to have been cancelled.

23.1.2. In the event of the lease being cancelled as a result of the Tenant's breach, the Tenant will be liable for the damages suffered as a result by the Landlord, which will include, but not be limited to:

23.1.2.1. Rental payments until such time as a replacement tenant is found;

23.1.2.2. The Landlord's attorney fees on an attorney and client scale, together with interest and collection commission; and

23.1.2.3. Damages incurred for the removal of the static caravan/cabin and other erections placed on the site, including costs of restoration of the site where the Tenant is ejected from the site.

23.1.3. The Landlord shall at its election, be entitled to eject the Tenant from the site and without prejudice to any other remedies shall be entitled to recover damages for the removal of the static caravan / cabin and other erections placed on the site including costs of restoration of the site.

23.1.4. The Landlord specifically reserves the right to recover any accumulated unpaid rentals by invoking its landlord's lien to sell one or all of: slab/awning/caravan/cabin. Monies from these sales will be used to offset unpaid rent, damages and losses incurred.

23.2. BREACH BY THE LANDLORD

23.2.1. The Tenant may cancel the lease if the Landlord breaches any provision of the Lease Agreement, by giving 20 business days' notice to remedy the breach. If the Landlord does not remedy the breach within the notice period of 20 business days, the lease will be deemed to have been cancelled.

23.2.2. In the event of the lease being cancelled as a result of the Landlord's breach, the Tenant will be liable for the damages suffered as a result by the Landlord, which will include, but not be limited to:

23.2.2.1. The Landlord's attorney fees on an attorney and client scale, together with interest and collection commission.

24. TENANT'S RIGHT TO CANCEL PRIOR TO TERMINATION

24.1. The Tenant may cancel this lease at any time during the lease period by giving 20 business days notice in writing to the Landlord

- 24.2. **If the Tenant cancels the lease before the end of the lease period, the Tenant shall be liable to pay the Landlord a reasonable cancellation penalty equal to 3 (three) months rental.**
- 24.3. If the Landlord finds a new tenant to take occupation before three months have passed after the Tenant gave the cancellation notice, then the penalty will be decreased accordingly.

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PEATTIES LAKESIDE RESORT RULES: TO BE OBSERVED BY TENANTS AND VISITORS ALIKE

Peattie's Lakeside Resort is private property and right of admission is reserved at all times

1. **Resort Grounds** do not include surrounding Farm or Citrus Lands, except for marked walks and trails. Picking of fruit is strictly prohibited.
2. **Accounts are due on 1st of each month**, interest will be charged at rate according to the rates schedule after 7th of the month.
3. **For your own safety** no employment of staff in the resort without written permission from the Landlord or their appointed manager.
4. **All alterations to structures** (new or existing) on sites to be applied for in writing to the Landlord or their appointed manager. No verbal requests will be considered.
5. The speed limit within the resort is **“15kph/dead slow”**; please remember that the child crossing the road could be yours.
6. No pets of any kind are allowed within the resort, without the written permission of the Resort Owners, the Landlord and the Trustees of the Body Corporate.
7. Laundry may not be done within ablution facilities; a laundry area and drying area are provided in each ablution block. Washing lines may not be erected when using the ablution facilities.
8. Children aged 8 years and under are to be accompanied by a responsible person when using the ablution facilities.
9. Sculleries are provided at each ablution block; please do not use the tap points for washing or dish washing as this causes unpleasant odours and blocked drains.
10. Only one vehicle is allowed per site; a parking area is provided for additional vehicles. Please do not park on other unused sites.
11. Vehicles are issued with identification stickers. These should be clearly displayed at all times to facilitate your entry and exit from the resort.
12. Visitors vehicles are allowed into the allocated area only.

13. Motorcycles are not allowed into the Resort for Recreational use. Motorcycles are to be used for gaining access and egress to sites. Should you have an off-road bike this must be pushed to the gate and started there. All speed limits of 10kph must be adhered to.
14. Fires may not be made anywhere other than in braai areas provided. Please use the braai areas provided throughout the Resort.
15. We want you to relax and enjoy yourselves, but please be considerate to other guests by **ceasing noise and turning down radios and TV after 10pm.**
16. No generators allowed.
17. No fireworks of any nature are allowed in the Resort.
18. Firearms to be declared at Reception Office.
19. Tenants shall at all times maintain their sites in a clean, hygienic, neat and attractive condition. Should a site fall into disrepair, the Landlord will take all action necessary to rectify the situation.
20. All occupiers shall ensure that their activities on the Resort property be conducted in a peaceful civilized manner and with reasonable and diligent care and with due and proper consideration for other occupiers of the Resort, and shall not unduly interfered with the enjoyment of the Resort property by other occupiers.
21. No occupier shall cause or permit to be caused any disorderly conduct of whatsoever nature on the property or do anything which may cause any nuisance or inconvenience to any other occupier.
22. No occupier shall erect or construct any balconies, window boxes, flower boxes, gazebos, Archways, pergolas or awnings ("improvements") without the prior written consent of the Landlord. Any consent given shall be subject to the condition that only wooden or timber finishes be acceptable and any such improvements shall be in harmony with the materials and style of the construction of the units to which the improvements relate.
23. Caravan Cabin Tenants may have 6 adults on the site at any given time. An adult is considered to be anyone 12 years or older, children are classified from 3-12 years old and children under 3 stay free. Visitors fees are payable to the Resort Manager. These fees are worked out at a discounted rate of the normal camping and day visitor's fee.
24. Tenants and Occupiers shall be bound by the fishing rules in accordance with Annexure "A" hereto.

25. All gardens shall be kept in a neat and tidy condition and shall be mowed regularly and kept free of weeds and rubbish. All gardens shall be maintained in a way which ensures harmony where possible with other units.
26. No plants, trees or shrubs may be planted which may unnecessarily obstruct the view of any occupiers and no hedges exceeding 1.2 (ONE comma TWO) meters tall shall be permitted on any property.
27. All occupiers must ensure that their electrical connections meet with the regulations and are compliant.
28. No servants or domestic helpers may reside either temporarily or permanently in any unit or on common property without the prior written consent of the Landlord and then only on such terms and conditions as are stipulated in writing by the Landlord.
29. All occupiers shall be responsible for the behaviour of all servants in their employ and shall at all times ensure that such servants adhere strictly to the Resort Rules. In particular the occupiers shall ensure that such servants do not loiter on the common property or store or consume liquor on the common property or in any unit nor behave in a drunken or disorderly manner and all occupiers shall be responsible and liable for the actions of all servants employed by them.
30. No rubbish, refuse or scrap of any kind may be left on any portion of the common property or elsewhere where it will be visible from any other unit or common property.
31. Except for gas bottles required by and designed for domestic use no inflammable or other dangerous liquids, materials or articles shall be brought onto or stored on the property. Occupiers are to ensure that they are compliant with the Gas Regulations as gazetted and insisted on by insurance companies.
32. Tenants shall supervise their children and the children of their visitors so no damage or nuisance is caused on the property or to the property of the other occupiers. In particular, children shall not interfere with post boxes, plants, decorations, name plates, fire reels, exterior lights, etc; and especially electrical and television boards.
33. No occupier shall interfere with, damage, remove, kill or otherwise harm any plants, animals, reptiles or birds on the property.
34. No visitors shall park any vehicles on any portion of the Resort property except in areas demarcated for that purpose by the Landlord.
35. No heavy vehicles in excess of 2 (TWO) metric tons shall be permitted on to the property except with the express and prior written consent of the Landlord. Any damage resulting to any portion of the property including roads, bridges and other construction caused by

any such vehicle shall be for the sole and exclusive account of the occupier in whose interest and at whose request or with whose consent such vehicle was permitted to enter the property.

36. No motor boats of any description or motorised craft of any type shall be permitted on any dam on Resort Property, save for craft propelled by silent electrical motors powered by battery and commonly known as Sneaker or Trolling Motors.
37. No litter or waste products or any other similar objects shall be placed or permitted to be placed on the property
38. No mowing of lawns and no power drills, saws, planers or other electrical power tools or implements shall be utilized on weekends, public holidays and holiday season.
39. Building times – all building or operating of power tools or any noisy machinery will only be permitted between the following times:
 - 39.1. Monday to Friday 7am – 4pm
 - 39.2. Saturday 7am to 1pm
 - 39.3. No building may take place on Sundays or public holidays
40. Use of sites: the Conditions of Establishment imposed by the KwaZulu-Natal Provincial Government have stipulated that the **Caravan Cabin sites may only be used for temporary accommodation, and cannot be used as a permanent residence. Any tenant that fails to retain an alternate permanent residential address is in breach of the Resort Rules.**
41. The Landlord reserves the right to amend or impose new resort rules, at its sole discretion. The Landlord will give notice of such amended or new rules on the Notice Board within the Resort.
42. The Body Corporate is empowered to amend the Rules applicable to The Peattie's Lakeside Resort No SS613/1998 in accordance with the procedures set out in the Sectional Titles Act No 95 of 1986. The Landlord will give notice of all amendments or additions to the Body Corporate Rules on the Notice Board within the Resort.
43. No vehicles may be parked or left on the lawns in front of the front row of cabins. Only temporary parking for loading purposes is allowed. Vehicles must travel at least 30 metres below the line of the front row to gain access to the cabins.
44. Tenants and Occupiers are required to register all contractors (building/maintenance/installations) with management, who will issue the contractor with an identity disk and a pass for access to the Resort. The tenant/occupier is at all times responsible for the conduct of the contractor and is liable for any damages caused by the contractor within the Resort.

INDEMNITY

The Landlord and its Management accept no responsibility for any death, injury or illness sustained or suffered by any person, or for any theft, loss or damage to any property occurring within or arising from a visit to the Resort howsoever caused or arising from the use of any of its facilities, except where such is caused by the gross negligence of the Landlord, or its employees.

SIGNED BY TENANT _____ DATE _____

ANNEXURE "A": FISHING RULES

1. The Trustees of the Peattie's Lakeside Resort Body Corporate No SS613/1998 may, from time to time, make such rules and regulations as they consider for the control, maintenance and upkeep of the dam, including stock or stocking fish and the maintenance of flora and fauna – subject to the condition that no such rules shall be without the express written consent of the owner of Unit 12 or their successors in title.
2. Only artificial lures and artificial bait may be used in the dams.

3. No live bait (i.e. small fish) earthworms, crickets, frogs and other insects may be used.
4. All fishermen shall fish with restraint and with due regard to the maintenance and conservancy of fish stock in the dams.
5. Fish removed from the dams must be smaller than 30cm long.

ANNEXURE "B": NEW RESIDENTS APPLICATION FORM

DATE: _____

NAME: _____

SPOUSES NAME: _____

CHILDREN'S NAMES:

_____ AGE: _____

_____ AGE: _____

_____ AGE: _____

_____ AGE: _____

RESIDENTIAL ADDRESS: _____

POSTAL ADDRESS: _____

HOME PHONE NUMBER: CODE: _____ NO. _____

WORK PHONE NUMBER: CODE: _____ NO. _____

FAX NUMBER: CODE: _____ NO. _____

EMAIL ADDRESS: _____

OCCUPATION HUSBAND: _____

OCCUPATION WIFE: _____

SITE INTEREST IN _____ AS FROM (DATE) _____

NAME OF SPONSOR: _____

DATE ACCEPTED: _____