

## **Special charges and restrictions PUUR Wonen in Meerhoven**

The plan consists of 56 ground-oriented houses, each with an allocated parking space on a courtyard which is held in common ownership. An owners' association will be formed for the courtyard.

Buyer purchases a ground-oriented house with 1 parking space and 1 fraction of the common courtyard of the housing cluster in question (clusters 1, 2 or 3). Division of the courtyard, and therefore the share in the owners' association, is based on the number of houses in the courtyard in question.

### **The following special charges & encumbrances apply:**

#### Heat supply and qualitative obligation

1) Buyer will allow the buildings realised on the Property Sold to remain connected to the municipal heating network of GWE (following connection thereto by Buyer in accordance with Article 9.B.). Buyer will purchase the necessary heat from GWE pursuant to a connection and supply contract to be concluded with GWE.

The connection/delivery obligation can be terminated without any right to a refund, in any form or on any ground whatsoever, by End User, in accordance with the GWE conditions after delivery of his house, provided that End User realises another heat supply for space heating, which is at least as durable as the municipal heating supply, as included in the environmental permit of Buyer.

When renting out the house, End User/Buyer will impose these obligations on the tenant(s). In periods in which the Property Sold is not given out in leasehold or sold, End User/Purchaser will have a connection and delivery agreement with GWE for the Property Sold.

2) In the event of non-fulfilment of the supply obligation as referred to in paragraph 1 of this article, Buyer/End User will immediately and without requiring any notice of default or judicial intervention, owe the Municipality a penalty in the amount of €500 (in words: five hundred euro) for each month that Buyer/End User has not or not fully complied with the obligation as referred to in paragraph 1 of this article, without prejudice to the right of the Municipality, in the event of curable non-fulfilment, to demand compliance.

3) The obligation as described in paragraph 1 and the related penalty as described in paragraph 2 will be laid down in the notarial deed as a qualitative obligation within the meaning of Section 6:252 Dutch Civil Code. The qualitative obligation, as described in this article, will therefore be included in all deeds in which (part of) the Property Sold is obtained by special title (including a (limited (real)) right of use, with regard to (part of) the Property Sold (with the exception of mortgage rights).

#### Statutory rights and duties between neighbours:

In so far as the structures on the different plots are connected, the partition walls are held in common ownership.

#### Legalization of the structural situation:

Buyer will cooperate in any extension realised by the immediate neighbours, whereby the outer wall is placed on the plot of land of Buyer (see also Article 22 Purchase Agreement).

Duty to tolerate (utility) facilities:

The courtyard will include cables and pipes, which are necessary for the houses. Buyer will maintain these cables and pipes.

Duty to tolerate and maintain works and visually prominent elements:

Fencing will be erected with hedges between the gardens and bordering the private/public areas. Buyer will maintain this fencing and the existing greenery.

The facades of the houses have been designed in harmony with each other. It is not permitted to paint the woodwork of the house in any other colour.

Any awnings later applied will be of the 'screen' type with fabric in the colour grey.

Municipal provisions from the Purchase Agreement with the Municipality of Eindhoven:

Seller/Developer and its legal successors will strive to sell the mid-priced houses (maximum € 345,000) to buyers leaving behind a rental home (basic rent per month < approximately € 800) - or owner-occupied home (purchase price < approximately € 275,000) in Eindhoven.

*Duty to occupy*

1. End User will use the house exclusively for own occupation, possibly with his/her family members. End User will not sell the House to third parties. End User will not rent out all or part of the House. The provisions of this paragraph will apply, subject to the provisions of paragraphs 2, 3, 4 and 5 below.
2. The provisions of the previous paragraph do not apply in the event of:
  - a. sale by court order as referred to in Section 3:174 Dutch Civil Code;
  - b. forced sale;
  - c. written exemption by the municipal executive as referred to in paragraphs 4 and 5 of this article.
3. The provisions of paragraphs 1 and 2 of this article will lapse after End User has occupied the House for three consecutive years following the notification of the completion of the construction work for the House (as referred to in the Buildings Decree).
4. The Municipality will grant exemption from the provisions of paragraph 1 of this article in writing in the event that End User provides evidence to the satisfaction of the Municipality of:
  - a. change of employment of End User as a result of which relocation is reasonably required;
  - b. death of End User or his or her partner;
  - c. dissolution of the marriage, registered partnership or notarised cohabitation of End User by divorce or termination;
  - d. relocation if this is necessary in connection with the health of End User or one of his or her family members.

5. The Municipality may grant exemption from the provisions of paragraph 1 of this Article in writing for reasons other than those referred to in paragraph 4. The Municipality may attach further conditions to this written exemption.
6. If End User makes improper use of the provisions of paragraph 4 of this article, including stating and/or sketching incorrect facts and/or circumstances, End User will forfeit to the Municipality a contractual penalty, not subject to mitigation, amounting to fifteen percent (15%) of the purchase price realised on resale of the House.
7. In the event of non-compliance with the obligation referred to in paragraph 1 of this article, End User will owe the Municipality a one-off penalty in the amount of €10,000 (in words: ten thousand euro) and a penalty in the amount of €100 (in words: one hundred euro) for each day that End User fails to comply with the obligation referred to in paragraph 1 of this article, without prejudice to the right of the Municipality, in the event of a breach capable of complete remedy, to demand compliance.

Anti-speculation clause:

1. In the event of sale within five years of delivery ready for occupation, End User will forfeit the full excess profit to Seller. The excess profit is the amount remaining after deducting the purchase price and any additional construction work from the selling price. The provisions of this paragraph will apply, subject to the provisions of paragraphs 2, 3, 4 and 5 below.
2. The provisions of the previous paragraph do not apply in the event of:
  - a. sale by court order as referred to in Section 3:174 Dutch Civil Code;
  - b. forced sale;
3. Kalliste Woningbouwontwikkeling will grant exemption from the provisions of paragraph 1 of this article in writing in the event that End User provides evidence to the satisfaction of Kalliste Woningbouwontwikkeling of:
  - a. change of employment of End User as a result of which relocation is reasonably required;
  - b. death of End User or his or her partner;
  - c. dissolution of the marriage, registered partnership or notarised cohabitation of End User by divorce or termination;
  - d. relocation if this is necessary in connection with the health of End User or one of his or her family members.
5. Kalliste Woningbouwontwikkeling may grant exemption from the provisions of paragraph 1 of this article in writing for reasons other than those referred to in paragraph 4. Kalliste Woningbouwontwikkeling may attach further conditions to this written exemption.
6. If End User makes improper use of the provisions of paragraph 4 of this article, including stating and/or sketching incorrect facts and/or circumstances, End User will forfeit to Kalliste Woningbouwontwikkeling a contractual penalty, not subject to mitigation, amounting to fifteen percent (15%) of the purchase price realised on resale of the House.

7. In the event of non-compliance with the obligation referred to in paragraph 1 of this article, End User will immediately and without any notice of default or judicial intervention being required owe Kalliste Woningbouwontwikkeling a one-off penalty in the amount of €10,000 (in words: ten thousand euro) and a penalty in the amount of €100 (in words: one hundred euro) for each day that End User fails to comply with the obligation referred to in paragraph 1 of this article, without prejudice to the right of Kalliste Woningbouwontwikkeling, in the event of a breach capable of complete remedy, to demand compliance.