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## LOCAL AUTHORITY NOTICE

### LOCAL AUTHORITY NOTICE 84

CITY OF TSHWANE

#### CENTURION AMENDMENT SCHEME 1414C

It is hereby notified in terms of the provisions of section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the City of Tshwane has approved an amendment scheme with regard to the land in the township of Highveld Extension 55, being an amendment of the Centurion Town-planning Scheme, 1992.

Map 3 and the scheme clauses of this amendment scheme are filed with the Executive Director: Legal Services, and are open to inspection during normal office hours.

This amendment is known as Centurion Amendment Scheme 1414C.

(13/2/Highveld x55 (1414C))  
\_\_ February 2010

**Executive Director: Legal Services**  
(Notice No 192/2010)

### PLAASLIKE BESTUURSKENNISGEWING 84

STAD TSHWANE

#### CENTURION WYSIGINGSKEMA 1414C

Hierby word ingeolge die bepalings van artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Stad Tshwane 'n wysigingskema met betrekking tot die grond in die dorp Highveld Uitbreiding 55, synde 'n wysiging van die Centurion-dorpsbeplanningskema, 1992, goedgekeur het.

Kaart 3 en die skemaklousules van hierdie wysigingskema word deur die Uitvoerende Direkteur: Regsdienste, in bewaring gehou en lê gedurende gewone kantoorure ter insae.

Hierdie wysiging staan bekend as Centurion-wysigingskema 1414C.

(13/2/Highveld x55 (1414C))  
\_\_ Februarie 2010

**Uitvoerende Direkteur: Regsdienste**  
(Kennisgewing No 192/2010)

CITY OF TSHWANE

#### DECLARATION OF HIGHVELD EXTENSION 55 AS APPROVED TOWNSHIP

In terms of section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the City of Tshwane hereby declares the township of Highveld Extension 55 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Highveld x55 (1414C))

#### SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY JR 209 INVESTMENTS (PTY) LTD IN TERMS OF THE PROVISIONS OF CHAPTER III: SECTION A AND C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 157 OF THE FARM BRAKFRONTEIN 390JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

#### 1. CONDITIONS OF ESTABLISHMENT

##### 1.1 NAME

The name of the township shall be Highveld Extension 55.

##### 1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 2512/2005.

## 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of the rights to minerals, but excluding –

- 1.3.1 the following conditions in Title Deed T74351/2002, which do not affect the township:
- (a) Kragtens Notariële Akte van Serwituut Nr.K91/1982S gedateer 5 November 1981 is die Resterende Gedeelte van Gedeelte 2 van die plaas Brakfontein 390, groot 565,9643 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, onderhewig aan 'n ewigdurende reg om eletrisiteit te voorsien deur middel van drade en/of kables en ander toebehore ondergronds en/of bogronds langs roete aangedui deur letters ABC en EFGHJKLMNQPQ op Diagram L.G. Nr.A.5338/1978 ten gunste van die City of Tshwane Metropolitan Municipality.
  - (b) Die voormalige Resterende Gedeelte van Gedeelte 2 van die plaas Brakfontein 390, groot 331,7435 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, is verder onderhewig aan 'n ewigdurende reg van serwituut ten gunste van die City of Tshwane Metropolitan Municipality vir munisipale doeleindes vir 'n kraglyn oor 'n serwituutgebied 3 meter wyd waarvan die oostelike grens aangedui word deur die lyn AB op die Serwituut Kaart LG Nr A.5069/1984, en welke reg van serwituut sal insluit die reg om 'n kraglyn bogronds of ondergronds in die serwituutgebied aan te lê, welke serwituut geregistreer is kragtens Notariële Akte van Serwituut Nr K.214/1995-S.
  - (c) Die voormalige Resterende Gedeelte van Gedeelte 2 van die plaas Brakfontein 390, groot 331,7435 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, is verder onderhewig aan 'n ewigdurende reg van serwituut ten gunste van die City of Tshwane Metropolitan Municipality vir munisipale doeleindes, vir elektrisiteitsgeleiding, vir stormwaterafvoer, watertoevoer en vir die installasie en onderhoud van 'n rioolpyplyn, oor 'n serwituutgebied soos aangedui deur die letters ABCDEFGHJKLM op die Serwituut Kaart L.G. Nr. A.6652/1989 en verder deur 'n aangrensende 4 meter wyd serwituutgebied soos aangedui deur die verwysingslyn NPQRSTUUVWX en meegaande rigtingswysers op die Serwituut Kaart L.G. Nr.A.6652/1989, welke serwituut geregistreer is kragtens Notariële Akte van Serwituut Nr. K.215/1995S.
  - (d) Kragtens Notariële Akte van Serwituut Nr.K216/1995S gedateer 28 Desember 1994, is Gedeelte 60 (Gedeelte van Gedeelte 2) van die plaas Brakfontein 390, groot 290,4753 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, onderhewig aan 'n ewigdurende serwituut vir munisipale doeleindes vir watergeleiding oor 'n serwituutgebied 3 meter wyd, waarvan die oostelike grens aangedui word deur die lyn ABC op Kaart L.G. Nr. A8857/1994 met bykomende regte ten gunste van die City of Tshwane Metropolitan Municipality, soos meer volledig sal blyk uit gemelde Notariële Akte en Diagram.
  - (e) Kragtens Notariële Akte van Serwituut Nr.K217/1995S gedateer 28 Desember 1994, is Gedeelte 60 (Gedeelte van Gedeelte 2) van die plaas Brakfontein 390, groot 290,4753 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, onderhewig aan 'n ewigdurende serwituut vir munisipale doeleindes, naamlik paddoeleindes oor 'n serwituutgebied aangedui deur die letters DEFGHJKLMNPQRS op Kaart L.G. Nr. A8857/1994, ten gunste van die City of Tshwane, soos meer volledig sal blyk uit gemelde Notariële Akte en Kaart.
  - (f) Die Resterende Gedeelte van Gedeelte 60 (Gedeelte van Gedeelte 2) van die plaas Brakfontein 390, groot 257,6664 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, is onderhewig aan die volgende voorwaardes :

- (i) 'n ewigdurende serwituut oor 'n gebied waarbinne die pyplyn en werke geakkommodeer sal word, welke gebied 6 meter wyd is en waarvan die middellyn aangetoon word deur die lyn ABCDEFGHJ op Serwituut agram S.G. 5284/1996 vir die installering en oprigting van die pyplyn en werke en die reg om die pyplyn en werke van tyd tot tyd te patroleer, inspekteer, in stand te hou, herstel, hernieu, verwyder en te verlé.
- (ii) 'n serwituutgebied 1 meter wyd, waarvan die middellyn aangetoon word deur die lyn genommer KLMNLP'Q op Serwituut Diagram SG Nr 5284/1996.
- (iii) 'n serwituutgebied 2 meter wyd, waarvan die middellyn aangetoon word deur die lyn gemerk NR op die Serwituut Diagram S.G.Nr. 5284/1996 vir die installering en oprigting van katodiese beskermingstoerusting en werke en die reg om katodiese beskermingstoerusting en werke van tyd tot tyd te patroleer, inspekteer, in stand te hou, herstel, hernieu, verwyder en te verlé.

Ten gunste van die Suid-Afrikaanse Gasdistribusiekorporasie Beperk Nr. 64/06005/06 soos meer volledig sal blyk uit Notariële Serwituut Akte Nr. K.3517/1997S met aangehegte Serwituut Diagram S.G.Nr. 5284/1996.

1.3.2 The following servitude in Deed of Transfer T.74351/2002 which shall not be transferred to erven in the township:-

- (a) Kragtens Notariële Akte van Serwituut K.4200/1993-S gedateer 15 Maart 1993 is die Resterende Gedeelte van Gedeelte 2 van die plaas Brakfontein 390, groot 349,2487 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, onderhewig aan 'n reg om stormwater by wyse van pyplyn of op enige ander wyse uit te laat deur die veerduikweg onder die Ben Schoeman Hoofweg op die dienende eiendom ten gunste van (1) Resterende Gedeelte van Gedeelte 20 ('n gedeelte van Gedeelte 2) van die plaas Brakfontein 390, JR en (2) Gedeelte 42 van die plaas Brakfontein 390 JR soos meer ten volle sal blyk uit bogenoemde Notariële Akte.

1.3.3 The following servitude in Deed of Transfer T.74351/2002 which affects Erf 2979 and a street in the township only:-

- (a) Kragtens Notariële Akte van Serwituut nr K.3561/1982S gedateer 29 November 1982 is die Resterende Gedeelte van Gedeelte 2 van die plaas Brakfontein 390, groot 565,9643 hektaar, waarvan die binnegemelde eiendom 'n deel vorm, onderhewig aan die ewigdurende reg ten gunste van die City of Tshwane Metropolitan Municipality om 'n substasie vir elektriese kragleiding op te rig en om elektrisiteit te gelei deur middel van drade en/of kables of ander toebehore ondergronds en/of bogronds langs roetes deur die letters ABCDE en FGHIJKLM op die Diagram L.G.Nr. 6202/1981 en AB en BC op Diagram L.G. Nr 3167/1982 hierby aangeheg, soos meer volledig sal blyk uit gemelde Notariële Akte van Serwituut

1.3.4 The following servitude which appears as an endorsement on page 6 of Title Deed T.74351/2002 and which affects Erf 2979 and streets in the township only:-

By Notarial Deed of Servitude K.8556/2003, the Remaining Extent of Portion 60 (a Portion of Portion 2) of the farm Brakfontein 390, in extent 218,9431 (of which the within mentioned property forms a part) is subject to a servitude for laying of stormwater, pipe/sewerage pipe/ electrical cable of 5 metres wide and a right of access for inspection, maintenance, repairs in favour of the City of Tshwane, the centre line of which is indicated by the line ABCDEFGHIJKLMNPQRSTUUVW on diagram S.G. No 6101/1998 and will more fully appear from the said Notarial Deed of Servitude.

- 1.3.5 The following condition which appears as an endorsement on page 9 of Title Deed T.74351/2002 and which does not affect the township :-

By Notarial Deed of Servitude K.7177/2006, the Remaining Extent of Portion 60 (a Portion of Portion 2) of the farm Brakfontein 390, in extent 188,3849 (of which the within mentioned property forms a part) is subject to a servitude, in extent 2,3765 hectares, in favour of the City of Tshwane for municipal purposes/ engineering services and a right of way, as indicated by the figure ABCDEFGHJKLMNPQRSTU on servitude diagram S.G. No 5816/2006 and will more fully appear from said Notarial Deed of Servitude.

- 1.3.6 The following endorsement which appears on Page 10 of the Title Deed and which does not affect the township :-

In terms of Section 24(1) of Act 8/2001 Notice of Expropriation No EX61/2008 dated the 17 March 2008 a certain portion of the Remaining Extent of Portion 60 (a Portion of Portion 2) of the farm Brakfontein 390, in extent 5,8362 hectares, was expropriated by the Department of Public Transport, Roads and Works, for public purposes.

#### 1.4 LAND FOR MUNICIPAL PURPOSES

Erf 2978 shall be transferred to the City of Tshwane by and at the expense of the township owner.

#### 1.5 ACCEPTANCE AND DISPOSAL OF STORMWATER

The township owner shall arrange for the drainage of the township to fit in with that of Roads K54, K109, and the N1 freeway and for all stormwater running off or being diverted from the roads to be received and disposed of.

#### 1.6 PRECAUTIONARY MEASURES

- 1.6.1 The township owner shall appoint a competent person(s) to:-

- (i) A CONSTRUCTION REPORT, which must include the mapping details of the trenches and the revised stability map, confirming the conditions on site and the positioning of structures and wet services. A table indicating the stand sizes, risk classification and D designation for each stand within the township must be included. Certification on the method of backfilling of the boreholes must also be included.
- (ii) A DOLOMITE RISK MANAGEMENT PLAN, specific to the development. The legal transfer of the responsibility for the management of the Risk Management Plan, to a representative Body Corporate or similar as applicable must be included.

- 1.6.2 The township owner shall at its own expense, make arrangements with the Municipality, in order to ensure that-

- (i) water will not dam up, that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen to the satisfaction of the Municipality; and
- (ii) trenches and excavations for foundations, pipes, cables or for any other purposes, are properly refilled with damp soil in layers not thicker than 150mm, and compacted until the same grade of compaction as that of the surrounding material is obtained, to the satisfaction of the Municipality.

#### 1.7 REMOVAL OR REPLACEMENT OF MUNICIPAL AND/OR TELKOM SERVICES

If, by reason of the establishment of the township, it should become necessary to remove or replace any existing municipal and/or Telkom services, the cost thereof shall be borne by the township owner.

1.8 DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at its own expense cause all existing buildings and structures situated within the building line reserves, side spaces or over common boundaries to be demolished to the satisfaction of the Local Authority, when required by the local authority to do so.

1.9 COMPLIANCE WITH CONDITIONS IMPOSED BY GDACE

The township owner shall at his own expense comply with all the conditions imposed by or which the Gauteng Department of Agriculture, Conservation, Environment and Land Affairs has granted the applicant exemption from compliance with regulations No 1182 and 1183 promulgated in terms of section 21, 22 and 26 of the Environmental Conservation Act, for the development of this township.

1.10 CONSOLIDATION OF ERVEN

The township owner shall at his own expense have erven 2976 and 2977 in the township consolidated. The City of Tshwane Metropolitan Municipality hereby grants its consent to the consolidation in respect of Section 92(2) of Ordinance 15 of 1986.

1.11 THE DEVELOPERS OBLIGATIONS

1.11.1 ASSOCIATION AND STATUTES

The owner of erven 2976 and 2977, or of any subdivision thereof, or of any sectional title unit thereon or of any interest therein, shall automatically become and shall remain members of the Eco-Park Estate Homeowners Association (Section 21 Company), and be subject to its memorandum and articles until such owners cease to be owner as aforesaid. None of the said erven, nor any unit erected thereon, nor any interest therein, shall be transferred to any person who has not bound himself/herself/itself to the satisfaction of the Section 21 Company to become a member thereof and without prior written confirmation of the Section 21 Company that all amounts due to the Section 21 Company by the owner have been paid in full.

1.12 PROVISIONS TO BE INCLUDED IN DEEDS OF SALE

The Township Owner, or its successor in title, shall due to the prevailing dolomitic conditions of the site on which the Township was established, include in all Deeds of Sale to any purchaser of any erf, or subdivision, or interest therein, or any unit as defined in terms of the Section Titles Act, 95 of 1986 ("property") the following clauses:

- (a) The purchaser and its successors in title shall be responsible, at all times, to contribute towards all premiums for the required insurance cover relating to dolomite related incidents; including sinkholes, subsidence, and landslip; over and above any other premiums or levies paid.
- (b) The purchaser and its successors in title, in conjunction with the Body Corporate or any other legal entity in its stead, shall be responsible at all times for the implementation of a Risk Management Plan relating to the Township, of which its property forms part.
- (c) The purchaser and its successors in title, in conjunction with the Body Corporate or any other legal entity in its stead, shall be responsible for the management of the insurance fund to be provided by the Township Owner to cover incidents over and above the insurance cover mentioned under clause (a).
- (d) Clauses (a) to (c) above shall be included in the Title Deed of any property.

1.13 COMPILATION AND IMPLEMENTATION OF A DOLOMITE RISK MANAGEMENT PLAN

- (a) The Township Owner shall prepare a Dolomite Risk Management Plan as contemplated in clause 1.6 (a) (ii), to the satisfaction of the Municipality, prior to alienation of any property, to any third party ("owner").
- (b) The township owner is responsible to facilitate the procedure to transfer the responsibility for the management of the Dolomite Risk Management plan legally to a representative Body Corporate or similar entity, as applicable.
- (c) A Dolomite Risk Management Plan shall be implemented and maintained by the Body Corporate or any other legal entity in its stead in conjunction with the owner and a Dolomite Risk Manager shall be appointed for that purpose.
- (d) A Body Corporate or any other legal entity in its stead shall at its first meeting accept rules which shall *inter alia* provide that the owner, in conjunction with the Body Corporate or any other legal entity in its stead, shall at all times be responsible for the implementation of a Dolomite Risk Management Plan and the appointment of a Dolomite Risk Manager. The rules so accepted shall not be amended without the written permission of the Municipality first being obtained.
- (e) Clause (b) shall be included in the Title Deed of any owner.

1.14 INSURANCE POLICIES

- (a) The Body Corporate or any other legal entity in its stead, in conjunction with the owner of any property shall at all times have specific insurance policies in place to cover dolomite related incidents; including sinkholes, subsidence, and landslip and shall be responsible for the payment of all premiums relating to such insurance policies, as required by the Council for Geoscience, or its successor in title.
- (b) A Body Corporate or any other legal entity in its stead shall accept rules which shall *inter alia* provide that the Body Corporate or any other legal entity in its stead, in conjunction with the owner shall at all times be responsible to have specific insurance policies in place to cover dolomite related incidents; including sinkholes, subsidence, and landslip and shall be responsible for the payment of all premiums relating to such insurance policies, as required by the Council for Geoscience, or its successor in title. The rules so accepted shall not be amended without the written permission of the Municipality first being obtained.
- (c) Clause (a) shall be included in the Title Deed of any owner.

1.15 DEDICATED DOLOMITE RISK MANAGEMENT GAURANTEE

- (a) The Township owner, or its successor in title, shall prior to the alienation of any property in the Township provide a financial guarantee in the form of a lump sum , as required by the Council for Geoscience, to cover any dolomite related incidents not covered by insurance policies and/or the NHBRC warranty.
- (b) A Body Corporate or any other legal entity in its stead shall accept rules which shall *inter alia* provide that the Body Corporate or any other legal entity in its stead, in conjunction with the owners, shall at all times be responsible to keep in place the financial guarantee provided by the Township Owner, as required by the Council for Geoscience, to cover any dolomite related incidents not covered by insurance policies and/or the NHBRC warranty.



- (c) The Body Corporate or any other legal entity in its stead shall be entitled to a financial guarantee to be provided by the Township Owner, as required by the Council for Geoscience, to be held in a financial vehicle in the name of the Body Corporate or any other legal entity in its stead, strictly for any damage caused by dolomite related sinkholes, subsidence and landslip not covered by any other insurance cover and/or the NHBRC warranty scheme, to be implemented by an owner in conjunction with and in the name of the Body Corporate or any other legal entity in its stead. The financial guarantee shall only be used should the other insurance not be sufficient.
- (d) Clause (c) shall be included in the Title Deed of any owner.

1.16 MEANING OF THE WORD OWNER

For the purposes of clauses 1.14 to 1.16 the word owner shall mean the owner of any erf, or subdivision, or interest therein or any unit as defined in terms of the Section Titles Act, 95 of 1986.

2. CONDITIONS OF TITLE

2.1 THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITION AS INDICATED, LAID DOWN BY THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986)

2.1.1 ALL ERVEN WITH THE EXCEPTION OF THE ERVEN MENTIONED IN CLAUSE 1.4

- (a) The erf is subject to a servitude, 3m wide, in favour of the Local Authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the Local Authority: Provided that the Local Authority may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- (c) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

2.1.2 ERF 2979

- (a) The erf subject to 16 metre storm water servitude in favour of the City of Tshwane.
- (b) No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m there from.
- (c) The City of Tshwane shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during the laying, maintenance or removal of such services and other works which in its discretion it regards essential, and furthermore the City of Tshwane shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the City of Tshwane shall make good any damage caused during the laying, maintenance or removal of such services and other works.

- 2.2 All erven shall be subject to the following conditions which may only be removed after the written consent of the Municipality has been obtained:
- 2.2.1 A Dolomite Risk Management Plan shall be implemented and maintained by the Body Corporate or any other legal entity in its stead, in conjunction with the owner and a Dolomite Risk Manager shall be appointed for that purpose.
- 2.2.2 The Body Corporate or any other legal entity in its stead, in conjunction with the owner of any property forming part of the Township, shall at all times have proper insurance policies, as required by the Council for Geoscience, for damage caused by dolomite related incidents; including sinkholes, subsidence and landslip in place and be responsible for the payment of all premiums of such insurance policies.
- 2.2.3 The Body Corporate or any other legal entity in its stead shall be entitled to a financial guarantee to be provided by the Township Owner in the amount of R3 million, to be held in a financial vehicle in the name of the Body Corporate or any other legal entity in its stead, strictly for any damage caused by dolomite related sinkholes, subsidence and landslip not covered by an insurance policy and/or the NHBRC warranty scheme. Such financial guarantee shall only be used to the extent that any other insurance is not sufficient.
- 2.2.4 The Deeds of Sale of all property forming part of the Township shall include the following clauses:
- (i) The purchaser and its successors in title shall be responsible, at all times, to contribute towards all premiums for the required insurance cover relating to dolomite related incidents; including sinkholes, subsidence, and landslip; over and above any other premiums or levies paid.
  - (ii) The purchaser and its successors in title, in conjunction with the Body Corporate or any other legal entity in its stead, shall be responsible at all times for the implementation of a Risk Management Plan relating to the Township, of which its property forms part.
  - (iii) The purchaser and its successors in title, in conjunction with the Body Corporate or any other legal entity in its stead, shall be responsible for the management of the insurance fund to be provided by the Township Owner to cover incidents over and above the insurance cover mentioned under clause (a).

For the purposes of this clause the word property shall mean the owner of any erf, or subdivision, or interest therein, or any unit as defined in terms of the Section Titles Act, 95 of 1986.

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