

*THE PROVINCE OF  
GAUTENG*

*DIE PROVINSIE  
GAUTENG*

**Provincial Gazette Extraordinary  
Buitengewone Provinsiale Koerant**

**Vol. 16**

**PRETORIA, 23 NOVEMBER 2010**

**No. 204**

**IMPORTANT NOTICE**

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

**CONTENTS • INHOUD**

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>
<b>LOCAL AUTHORITY NOTICES</b>			
1517	Town-planning and Townships Ordinance (15/1986): Ekurhuleni Metropolitan Municipality: Declaration as an approved township: Witfontein Extension 37.....	3	204
1518	do.: do.: Peri-Urban Town-planning Scheme 2015.....	8	204

---

## LOCAL AUTHORITY NOTICE

---

### LOCAL AUTHORITY NOTICE 1517

#### EKURHULENI METROPOLITAN MUNICIPALITY KEMPTON PARK CUSTOMER CARE CENTRE DECLARATION AS AN APPROVED TOWNSHIP

In terms of Section 103(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the Ekurhuleni Metropolitan Municipality, Kempton Park Customer Care Centre hereby declares Witfontein Extension 37 Township to be an approved township, subject to the conditions set out in the Schedule hereto.

#### SCHEDULE

**STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY AFRICAN KINGDOM HOLDINGS (PTY) LTD. (HEREINAFTER REFERRED TO AS THE APPLICANT / TOWNSHIP OWNER) UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 24 (A PART OF PORTION 14) OF THE FARM WITFONTEIN 16 IR, PROVINCE OF GAUTENG, HAS BEEN GRANTED**

#### 1. CONDITIONS OF ESTABLISHMENT

(1) **NAME**

The name of the township shall be Witfontein Extension 37.

(2) **DESIGN**

The township shall consist of erven and streets as indicated on General Plan S.G. No. 2795/2010.

(3) **DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven shall be made subject to existing conditions and servitudes, if any, but excluding the following conditions which will not be passed on to the erven of the township:

A. The former Portion 7 (portion of portion 2) of the farm Witfontein No 16, Registration Division I.R., Province of Gauteng, whereof a portion is hereby registered, annexed hereto is subject to:

1. "Gezegde gedeelte "2", groot 303,0839 hektaar, een gedeelte waarvan hierby getransporteerd word, is gerechtig tot een servituut van recht van WEG over gedeelte "D" groot 296,0017 hektaar getransporteerd by Certifikaat van Verdelings Titel No 3158/1922, het eigendom hierby getransporteerd is onderworpen aan een servituut van recht van WEG ten faveure van gedeelte van gedeelte A, groot 271,6419 hektaar, getransporteerd by Certifikaat van Verdelings Titel No. 3155/1922. Deze servituten van recht van weg bestaan ten einde de eigenaren van het gezegde gedeelte "2" (een gedeelte waarvan hierby getransporteerd word) in staat te stellen het restant van de gezegde plaats Witfontein No. 16, groot als zulks 2141 vierkante meter, dat als gezamentlike familie kerkhof gebruik word, te bereik.

2. Kragtens Notariële Akte Nr K3812/1984S gedateer 18 Junie 1984 is die hierinvermelde eiendom onderhewig aan 'n ewigdurende serwituut ten gunste van GASKOR om oor die eiendom gasse, vloeistowwe en vaste stowwe van watter aard en beskrywing ookal asook elektrisiteit te lei en oor te bring d.m.v. pyplyne, kables of op welke ander wyse ookal in 'n serwituutstrook van 9 meter wyd die middel aangedui deur die figuur mno op Konsolidasie Titel Diagram S.G. Nr 10455/2006 aangeheg aan Sertifikaat van Gekonsolideerde Titel T110807/2007 soos meer volledig sal blyk uit gemelde Notariële Akte, welke serwituut bykomende regte het.
- B. The former Remaining Extent of Portion 14 of the farm Witfontein No. 16, Registration Division I.R., Province of Gauteng, in extent: 603,6466 (SIX ZERO THREE comma SIX FOUR SIX SIX) hectares, is subject to:
- (1) "Kragtens Notariële Akte van Serwituut K6205/2007S, is die binne gemelde eiendom geregtig op 'n reg tot oorskryding, 31,9871 (Drie Een komma Nege Agt Sewe Een) hektaar groot, oor die restant van Gedeelte 5 van die plaas Witfontein Nr. 16, Registrasie Afdeling I.R., Provinsie van Gauteng, welke reg aangedui word deur die figuur ABCDEFGHJKLA op diagram S.G. No. 125/2007, soos meer volledig sal blyk uit voormelde Notariële Akte en diagram."

**EXCLUDING THE FOLLOWING WHICH AFFECTS ONLY ERF 1251 AND 1252**

- C. The former Remaining Extent of Portion 14 of the farm Witfontein No. 16, Registration Division I.R., Province of Gauteng, in extent 494,8464 (FOUR NINE FOUR comma EIGHT FOUR SIX FOUR) hectares is subject to:
- (1) By virtue of Notarial Deed of Servitude K5316/2010S the withinmentioned property is subject to a servitude for electrical purposes, indicated by the figure abcd a on annexed diagram as well as a servitude for municipal purposes indicated by the figure jklmnpqEFGHJKLj on annexed diagram, in favour of the Local Authority, as will more fully appear from said Notarial Deed, which servitude has ancillary rights.

**EXCLUDING THE FOLLOWING WHICH AFFECTS ONLY ERF 1252**

By virtue of Notarial Deed of Servitude K5315/2010S the withinmentioned property is subject to a right-of-way servitude in favour of the Serengeti Golf and Wildlife Property Owners Association, indicated by the figure jklmnpqEFGHJKLj on annexed diagram, as will more fully appear from said Notarial Deed.

AND SUBJECT FURTHER to all such conditions as are mentioned or referred to in the aforesaid deeds.

**(4) PRECAUTIONARY MEASURES**

The township owner shall at his own expense, make arrangements with the local authority 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;
- (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;
- (iii) the recommendations as laid down in the geological report / soil report of the township are complied with and, when required, engineer certificates for the foundations of the structures are submitted; and
  - (iv) a dolomite stability risk management plan be drafted to the satisfaction of the responsible engineering geologist and that the property owners association take responsibility for the implementation of such risk management plan.

**(5) REPOSITIONING OF SERVICES**

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of ESKOM, Telkom or Sasol, the cost thereof shall be borne by the township owner.

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of the local authority, the cost thereof shall be borne by the township owner as contained in the services agreement.

**(6) PROPERTY OWNERS' ASSOCIATION**

- (i) A property owners association or similar collective body must be established in terms of Section 21 of the Companies Act whereas such association shall be responsible for the management of the Serengeti Golf & Wildlife Estate in general.
- (ii) All relevant conditions should be incorporated into the constitution of SERENGETI GOLF AND WILDLIFE ESTATE PROPERTY OWNERS ASSOCIATION, REGISTRATION NUMBER 2007/013033/08, to the satisfaction of the Local Authority.
- (iii) A copy of the constitution of the SERENGETI GOLF AND WILDLIFE ESTATE PROPERTY OWNERS ASSOCIATION, REGISTRATION NUMBER 2007/013033/08 (An Association incorporated in terms of Section 21 of the Companies Act, 1973 (Act No. 61 of 1973) as amended), must be submitted to the Local Authority before the approval of any site development plan or building plan.
- (iv) Erf 1250 will be made subject to the following conditions in favour of abovementioned SERENGETI GOLF AND WILDLIFE ESTATE PROPERTY OWNERS ASSOCIATION, REGISTRATION NUMBER 2007/013033/08:
  - (a) Every owner of the erf, or of any subdivided portion thereof, or any sectional title unit on a erf or any person who has an interest therein shall become and shall remain a Member of the Property Owners Association and be subject to its constitution and rules until he/she ceases to be an owner of aforesaid. Neither the erf nor any subdivided portion or sectional title unit thereof nor any interest therein shall be transferred to any person who has not bound himself/herself to the satisfaction of such Association to become a Member of the Property Owners Association.
  - (b) The owner of the erf or any subdivided portion thereof, or sectional title unit or any person who has an interest therein, shall not be entitled to transfer the erf or any subdivided portion thereof or sectional title unit or an interest therein without the Clearance Certificate from the

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION that the provisions of the Articles of the Association of the the Property Owners Association have been complied with.

- (c) Except for the written approval of the Property Owners Association and the local authority and subject to such conditions as the they may impose, neither the owner nor any occupier of the erf shall sink any wells or boreholes thereon or abstract any sub-terranean water therefrom.
- (d) The owner of each erf in the township shall become a member of the Property Owners' Association upon the transfer of the erf into his name.

(7) **TRANSFER OF ERVEN**

Erven 1251 and 1252 shall be transferred at the expense of the township owner to the property owners association, being a company established in terms of Section 21 of the Companies Act.

(8) **NOTARIAL TIE OF ERVEN**

- (i) No erf in Witfontein Extension 37 will be transferred before the road erf of Witfontein Extension 23 has been notarialy tied with Erf 258 Witfontein Extension 25, Erf 476 Witfontein Extension 27 and Erf 679 Witfontein Extension 30 and Erf 861 Witfontein Extension 41 has been notarialy tied with the previous mentioned erven of Witfontein extension 37, 25 and 27, or a servitude has been registered to provide access to a public road.
- (ii) Erf 1252 Witfontein Extension 37 will be notarialy tied with all other access control erven in all extensions applicable to the development.

(9) **DEMOLITION OF BUILDINGS AND STRUCTURES**

The township owner shall at his 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.

(10) **REMOVAL OF LITTER**

The township owner shall at his own expense cause all litter within the township area to be removed to the satisfaction of the local authority, when required by the local authority to do so.

(11) **ENGINEERING SERVICES**

- (i) A services agreement should be entered into between Ekurhuleni Metropolitan Municipality and African Kingdom Holdings (Pty) Ltd. (the developer). The services agreement should include all service departments within the Ekurhuleni Metropolitan Municipality, i.e. Roads Transport and Civil Works and Municipal Infrastructure: Water and Sewage, as well as Electricity.
- (ii) The upgrading and extension of the bulk services remain the responsibility of the developer. The mentioned upgrading and extension of bulk services should be in accordance with the Services agreement between Ekurhuleni Metropolitan Municipality and the Developer.

- (iii) The applicant shall be responsible for the installation and provision of internal engineering services to the satisfaction of the relevant department.
- (iv) Once water, sewer and electrical networks have been installed, the same will be transferred to the Local Authority, free of cost, which shall maintain these networks (except internal streetlights) subject to (i) above.
- (v) The Section 21 Company will be responsible for the maintenance of the internal roads (including storm water) and the internal streetlights (including electrical power usage). These services will not be taken over by the Local Authority.
- (vi) The developer will be responsible for cost to upgrade the Bredell and Hartebeesfontein substations as per the Service Agreement.
- (vii) The registering of servitudes and relocating of existing services will also be dealt with in terms of the Service Agreement.

## 2. CONDITIONS OF TITLE

The erven mentioned below shall be subject to the conditions as indicated, imposed by the local authority in terms of the provisions of the Town Planning and Townships Ordinance, 1986.

### (1) All erven

- (a) Where in the opinion of the local authority, it is impractical for stormwater to be drained from higher lying erven direct to a public street, the owner of the erf shall be obliged to accept and permit the passage over the erf of such stormwater: provided that the owners of any higher lying erven, the stormwater from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.

### (2) ERF 1250

- (a) The erf is subject to a servitude, 2m 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 dispose 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.

**(3) Erf 1251**

This erf is subject to a servitude for municipal purposes in favour of the local authority as indicated on the General Plan.

**(4) Erf 1252**

- (a) This erf is subject to a servitude for municipal purposes in favour of the local authority, as indicated on the General Plan, to guarantee access to the local authority's personnel and vehicles in order to carry out repair and maintenance work to the water, sewer and electrical networks (excluding street lights) after they have been taken over by the local authority.
- (c) A right of way servitude be registered in favour of all the other residents of Serengeti Golf and Wildlife Estate as indicated on the General Plan.

**KHAYA NGEMA: CITY MANAGER:**

**EKURHULENI METROPOLITAN MUNICIPALITY, Private Bag X1069, Germiston, 1400**

---

**LOCAL AUTHORITY NOTICE 1518****NOTICE DP 77.2010****EKURHULENI METROPOLITAN MUNICIPALITY  
KEMPTON PARK CUSTOMER CARE CENTRE  
PERI-URBAN TOWN PLANNING SCHEME 2015**

The Ekurhuleni Metropolitan Municipality (Kempton Park Service Delivery Centre) hereby gives notice in terms of section 125(1) of the Town-planning and Townships Ordinance, 1986, declares that it has approved an amendment scheme, being an amendment of Kempton Park Town Planning Scheme, 1987, comprising the same land as included in the township of Witfontein Extension 37 Township.

Map 3 and the scheme clauses of the amendment scheme are available for inspection at all reasonable times at the offices of the Manager, Development Planning, 5th Level, Civil Centre, c/o C R Swart Drive and Pretoria Road, Kempton Park, Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre).as well as Head of Department, Gauteng Provincial Government: Department of Economic Development, 8<sup>th</sup> Floor, Corner House, 63 Fox Street, Johannesburg.

This amendment scheme is known as Peri-Urban Amendment Scheme 2015.

**KHAYA NGEMA: CITY MANAGER**

**EKURHULENI METROPOLITAN MUNICIPALITY: Private Bag X 1069, Germiston 1400**

NOTICE DP 77.2010 [15/3/7/W5 x 37]