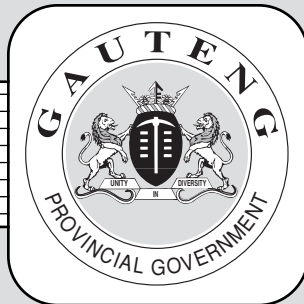


**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE  
GAUTENG**

# Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

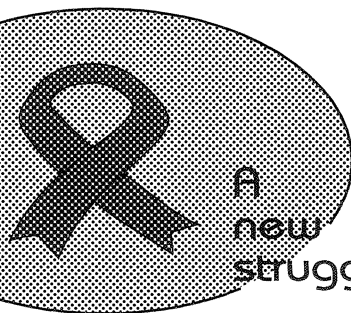
Vol. 18

PRETORIA, 7 SEPTEMBER 2012

No. 268

**We all have the power to prevent AIDS**

AIDS  
affects  
us all



A  
new  
struggle

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH

**Prevention is the cure**

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## LOCAL AUTHORITY NOTICES

### LOCAL AUTHORITY NOTICE 1269

**CITY OF JOHANNESBURG  
AMENDMENT SCHEME 07-5833/8**

The City of Johannesburg Metropolitan Municipality herewith in terms of the provisions of section 125(1)(a) of the Town Planning and Townships Ordinance No 15 of 1986, declares that he has approved an amendment scheme being an amendment of the Halfway House and Clayville Town Planning Scheme, 1976, comprising the same land as included in the township of **Jukskei View Extension 57**.

Map 3 and the scheme clauses of the amendment scheme are filed with the Executive Director: Development Planning and Urban Management: City of Johannesburg and are open for inspection at all reasonable times.

This amendment is known as Amendment Scheme 07-5833/8

**G. Zanit: Director: Development Planning**  
Notice No. 546/2012

### PLAASLIKE BESTUURSKENNISGEWING 1269

**STAD VAN JOHANNESBURG  
WYSIGINGSKEMA 07-5833/8**

Die Stad van Johannesburg Metropolitaanse Munisipaliteit verklaar hiermee ingevolge die bepalings van artikel 125(1)(a) van die Ordonnansie op Dorpsbeplanning en Dorpe Nr 15 van 1986, dat hy 'n wysigingskema synde 'n wysiging van die Halfway House en Clayville Dorpsbeplanning Skema, 1976, wat uit dieselfde grond as die dorp **Jukskei View Uitbreiding 57** bestaan, goedgekeur het.

Kaart 3 en die skemaklousules van die wysigingskema word in bewaring gehou deur die Uitvoerende Direkteur: Ontwikkelingsbeplanning en Stedelike Bestuur: Stad van Johannesburg en is beskikbaar vir inspeksie op alle redelike tye.

Hierdie wysiging staan bekend as Wysigingskema 07-5833/8

**G. Zanti: Direkteur : Ontwikkelingsbeplanning**  
Kennisgewing Nr. 546/2012

### LOCAL AUTHORITY NOTICE 1270

**CITY OF JOHANNESBURG  
DECLARATION AS AN APPROVED TOWNSHIP**

In terms of section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the City of Johannesburg Metropolitan Municipality declares **Jukskei View Extension 57** 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 WATERFALL COUNTRY ESTATE WUQF (PROPRIETARY) LIMITED (HEREINAFTER REFERRED TO AS THE TOWNSHIP OWNER) UNDER THE PROVISIONS OF CHAPTER III OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 758 OF THE FARM WATERVAL NO. 5 I.R. HAS BEEN APPROVED**

**1. CONDITIONS OF ESTABLISHMENT**

- (1) **NAME**  
The name of the township shall be **Jukskei View Extension 57**.
- (2) **DESIGN**  
The township shall consist of erven as indicated on General Plan S.G. No. 2187/2012.
- (3) **PROVISION AND INSTALLATION OF ENGINEERING SERVICES**

The township owner shall, at his cost and to the satisfaction of the local authority, design, provide and construct all engineering services including the internal roads and the stormwater reticulation, within the boundaries of the township, to the satisfaction of the local authority.

(4) ELECTRICITY

- (a) The local authority is not the bulk supplier of electricity in the township. The township owner shall in terms of Section 118(2)(b) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) make arrangements in this regard with ESKOM, the licensed supplier of electricity in the township.

(5) GAUTENG PROVINCIAL GOVERNMENT

- (a) Should the development of the township not been commenced with, within a period of 2/5 years from the date of authorization or exemption, the application to establish the township, shall be resubmitted to the Department of Agriculture, Conservation, and Environment for exemption/ authorization in terms of the Environment Conservation Act, 1989 (Act 107 of 1998), as amended.
- (b) Should the development of the township not been completed within a period of 10 years from the date of their letter, the application to establish the township shall be resubmitted to the Department of Public Transport, Roads and Works (Gauteng Provincial Government) for re-consideration.
- (c) If however, before the expiry date mentioned in (a) above, circumstances change in such a way that roads and/or PWV routes under the control of the said Department are affected by the proposed layout of the township, the township owner shall resubmit the application for the purpose of fulfilment of the requirements of the controlling authority in terms of the provisions of Section 48 of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001).

(6) DEPARTMENT: MINERALS AND RESOURCES

Should the development of the township not been completed within a period of five years from the date of their letter, the application to establish the township, shall be resubmitted to the Department: Minerals and Energy for re-consideration.

(7) ACCESS

- (a) No access to or egress from the township shall be permitted along the lines of no access as indicated on the layout plan.
- (b) Access to or egress from the township shall be to the satisfaction of the local authority and Johannesburg Roads Agency (Pty) Ltd.

(8) REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES

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

(9) ACCEPTANCE AND DISPOSAL OF STORMWATER

The township owner shall arrange for the drainage of the township to fit in with that of the adjacent roads and for all stormwater running off or being diverted from the road to be received and disposed of.

(10) DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at its own cost 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 requested thereto by the local authority.

(11) REFUSE REMOVAL

The township owner shall provide sufficient refuse collection points in the township and shall make arrangements to the satisfaction of the local authority for the removal of all refuse.

(12) RESTRICTION OF TRANSFERS/REGISTRATION OF LEASES & CERTIFICATE OF REGISTERED TITLE

- (a) Erven 3822, 3823, 3824, 3825, 3826, 3827, 3928, 3829 and 3830 shall, prior to or simultaneously with the registration of the first transfer/lease agreement of an erf and to the cost of the township owner, be made subject to a servitude in favour of Waterfall Country Estate Homeowners Association NPC which Association shall have full responsibility for the functioning and proper maintenance of the said erf and the engineering services within the said erf.

(13) ENDOWMENT

The township owner shall, in terms of the provisions of Section 98(2) and Regulation 44 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), pay a lump sum as endowment to the local authority for the shortfall in the provision of land for a park (public open space).

(14) OBLIGATIONS IN RESPECT OF SERVICES AND LIMITATIONS IN RESPECT OF THE ALIENATION OF ERVEN

- (a) The township owner shall at its own costs and to the satisfaction of the local authority, remove all refuse, building rubble and/or other materials from Erven 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829 and 3830 prior to the registration of a servitude in respect of the erven in the name of "Waterfall Country Estate Homeowners Association NPC";
- (b) The township owner shall, at its own cost, after proclamation of the township, submit an application to the local authority for consent to notorially tie Erf 3823 and Erf 3826. The notarial tie may not be registered prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the supply of engineering services to the township and/or erven to be notorially tied, have been submitted or paid to the said local authority;
- (c) The township owner shall submit to the local authority, a certificate issued by ESKOM that acceptable financial arrangements with regard to the supply of electricity, have been made by the township owner to the local authority. Erven and/or units in the township, may not be alienated or transferred into the name of a purchaser, neither shall a Certificate of Registered Title be registered in the name of the township owner, prior to the local authority certifying to the Registrar of Deeds that such certificates had been issued by ESKOM;
- d) The township owner shall, within such period as the local authority may determine, fulfil its obligations in respect of the provision of water and sanitary services as well as the construction of roads and stormwater drainage and the installation of systems therefore, as previously agreed upon between the township owner and the local authority. Erven and/or units in the township, may not be alienated, transferred or leased into the name of a purchaser/lessee, prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the supply of engineering services by the township owner, have been submitted or paid to the said local authority; and
- (c) Notwithstanding the provisions of 3(1) hereunder, the township owner shall, at his costs and to the satisfaction of the local authority, survey and register all servitudes required to protect the services provided, constructed and/or installed as contemplated in (a) and/or (b) above. Erven and/or units in the township, may not be alienated, transferred or leased into the name of a purchaser/lessee, prior to the local authority certifying to the Registrar of Deeds that these services had been or will be protected to the satisfaction of the local authority.

2. DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any.

(a) THE FOLLOWING CONDITION IS APPLICABLE TO ALL ERVEN IN THE PROPOSED TOWNSHIP

- (aa) By virtue of Notarial Deed of Restraint of Free Alienation of Property No K536/2010S the residential properties laid out in townships on the within-mentioned property may not be sold and only leased which leases are subject to the Standard Terms and Conditions set out in Annexure 1 to the said notarial deed and as will more fully appear from the said deed.

- (b) EXCLUDING THE FOLLOWING SERVITUDES THAT BY VIRTUE OF THE LOCATION, THE NATURE OF THE TITLE CONDITION AND/OR THE ABSENCE OF ANCILLARY RIGHTS DOES NOT AFFECT THE TOWNSHIP
- (aa) Certificate of Rights to Minerals No K192/1963M issue in terms of Section 70(6) of Act 47/1937 in respect of the rights to minerals, mineral products, natural oils, base metals, semi precious stones in or under the within-mentioned property.
- (bb) By Notarial Deed No K 55/1973S, the rights has been granted to Electricity Supply Commission to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions as will more fully appear on reference to said Notarial Deed and diagram annexed thereto. The route of this servitude is indicated on Diagram SG No A5191/1971.
- (cc) By Notarial Deed No K2514/1976S, the right has been granted to Electricity Supply commission to convey electricity over the property hereby conveyed together with ancillary rights, and subject to conditions as will more fully appear on reference to said Notarial Deed. The Route of this servitude has been determined by Notarial Deed of Amendment of Servitude K3475/1981S with Diagram A1392/1980 attached hereto.
- (dd) Subject to a lease in favour of the Waterfall Islamic Institute in perpetuity by Lease No K849/1983L.
- (ee) Subject to a Sub-Lease in favour of the Town Council of Midrand for a period of 25 years with an option of renewal for further 10 years as more fully appear from Diagram S.G. No. A4717/1985 annexed thereto.
- (ff) By Notarial Deed No K5028/1992, the right has been granted to ESKOM to convey Electricity over the property hereby conveyed together with ancillary rights, and subject to conditions as will more fully appear on reference to said Notarial Deed, as amended by Notarial Deed of Route Description K3213/1994S with diagram S.G. No 5427/1991 attached thereto.
- (gg) By Virtue of Notarial deed of Servitude K3366/1997S dated 19 November 1996 with diagram SG No. A7672/1989 relating thereto, the within mentioned property is subject to a servitude for municipal purposes 3m wide, in favour of the Town council of Midrand as will more fully appear from the said Notarial Deed, together with ancillary rights.
- (hh) By Notarial Deed No K4394/1999S dated 8th May 1999, the within mentioned property is subject to a servitude of sewer 2021m<sup>2</sup> indicated on S.G. No 12040/1997 in favour of portion 516 (portion of portion 61) of the farm Waterval No 5 with ancillary rights, as will more fully appear from reference to the said Notarial Deed.
- (ii) By Notarial Deed No K4398/1999S dated 27<sup>th</sup> August 1999, the within-mentioned property is subject to a servitude in favour of ESKOM depicted on S.G. No 6150/1997 with ancillary rights as will more fully appear from reference to the said Notarial Deed.
- (jj) By Notarial Deed of Servitude K3161/2000S dated 4<sup>th</sup> May 2000, the within mentioned property is subject to a perpetual servitude of electric power transmission to convey electricity in favour of Eskom indicated by the line ABCD and HJK on SG No 8801/1998, as will more fully appear from reference to the said Notarial Deed.
- (kk) The within-mentioned property is subject to a servitude in favour of Eskom Holdings Limited with ancillary rights as will more fully appear from the said Notarial Deed of Servitude K3487/2009S, the route of which servitude has been determined by Notarial Deed of Route Description K2826/2011S with diagram S.G. No 4110/2010 annexed hereto.
- (ll) The within-mentioned property is subject to a sub-lease in favour of the Livingstones Lifestyle Centre (Proprietary) Limited as will more fully appear on Notarial Deed of Servitude K7434/2002S
- (mm) The within-mentioned property is subject to a sewer servitude in favour of the City of Johannesburg as will more fully appear from Notarial Deed of Servitude K3772/2010S with Diagram S.G. No. 8021/1998 and S.G. No. 5362/2009 attached hereto.
- (nn) By Notarial Deed of Servitude K537/2010S the within-mentioned property is subject to a servitude in favour of the City of Johannesburg as depicted on Diagram S.G. No. A6302/1993.

- (oo) The within-mentioned property is subject to a servitude in favour of ESKOM Holdings Limited as will more fully appear from Notarial Deed of Servitude K300/2009S with Diagram S.G. No. 5392/2007, 5388/2007, 5389/2007, 5390/2007 and amended by Notarial Deed of Servitude of Amendment K3589/2011S with diagram S.G. No. 1435/2011 annexed hereto.
- (pp) Subject to a sub-lease in favour of the Waterfall Investment Company (Proprietary) Limited in perpetuity by Lease No. K332/2009L.
- (qq) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No. K1557/2010L.
- (rr) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K1558/2010L.
- (ss) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K1559/2010L.
- (tt) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K1560/2010L.
- (uu) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K1561/2010L.
- (vv) The within-mentioned property is subject to a lease in favour of ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K1562/2010L.
- (ww) The within-mentioned property is subject to a servitude in favour of the City of Johannesburg Metropolitan Municipality by virtue of Notarial Deed of Servitude No K1848/2010S with diagram S.G. No. 4143/2009 relating thereto.
- (xx) The within-mentioned property is subject to a servitude by virtue of Notarial Deed of Servitude No K1849/2010S in favour of the City of Johannesburg Metropolitan Municipality with diagram S.G. No. 1451/2009 and 2933/2009 relating thereto
- (yy) The within-mentioned property is subject to a servitude in favour of ESKOM Holdings Limited as will more fully appear from Notarial Deed of Servitude K2800/2007S the route of which servitude has been determined by K786/2009S with diagram S.G. No. 628/2008 relating thereto.
- (zz) By virtue of Notarial Deed No. K4218/2010S the within-mentioned property is subject to a sewer servitude in favour of the City of Johannesburg as will more fully appear from the said deed and diagrams S.G. No. 3199/2010 and 3200/2010 annexed thereto.
- (aaa) By virtue of Notarial Deed No. K474/2010S the within-mentioned property is subject to a sewer servitude 2.00 meters wide, in favour of the City of Johannesburg as will more fully appear from the said deed and diagram S.G. No. 2212/2008 annexed thereto.
- (bbb) The within-mentioned property is subject to a sewer servitude in favour of the City of Johannesburg Metropolitan Municipality as will more fully appear from Notarial Deed of Servitude K222/2011S with diagram S.G. No. 12350/2004 attached hereto.
- (ccc) The within-mentioned property is subject to a lease in favour of the ATTERBURY WATERFALL INVESTMENT COMPANY (PROPRIETARY) LIMITED by virtue of Notarial Deed of Lease No K6207/2010L with diagram S.G. No. 1733/2009 relating thereto.
- (c) THE FOLLOWING SERVITUDE ONLY AFFECTS ERF 3830 IN THE TOWNSHIP
- (aa) By Notarial Deed No K1293/1963S, the rights has been granted to the Electricity Supply Commission to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions as will more fully appear on reference to said Notarial Deed. The route of this servitude is indicated on the General Plan No. 2187/2012 by lines S1, S2, S3 and S4.

(d) THE FOLLOWING SERVITUDE ONLY AFFECTS ERVEN 3674 – 3678, 3680 – 3681, 3823 – 3824, 3828 AND 3830 IN THE TOWNSHIP

(b) By virtue of Notarial Deed No. K4795/2010S the within mentioned property is subject to a sewer servitude in favour of the City of Johannesburg the northern boundary of which is indicated by the line abc on Diagram SG No.2187/2012.

### 3. CONDITIONS OF TITLE

#### A. Conditions of Title imposed in favour of the local authority in terms of the provisions of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

##### (1) ALL ERVEN

(a) The erf is subject to a servitude, 2m wide, in favour of the Council 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) ERVEN 3822, 3823 AND 3824

(a) The above erven as indicated on the General Plan, is subject to a servitude for municipal purposes and right of way in favour of the local authority.

(b) The erf shall not be alienated or transferred into the name of any purchaser other than "Waterfall Country Estate Homeowners Association NPC" without the written consent of the local authority first having been obtained.

##### (3) ERVEN 3825 TO 3830

(a) The above erven shall not be alienated or transferred into the name of any purchaser other than Waterfall Country Estate Homeowners Association NPC without the written consent of the local authority first having been obtained.

##### (4) ERVEN 3675, 3679, 3704 AND 3824

(a) The erven above are affected by a 3m wide storm water servitude in favour of the local authority as indicated on the General Plan.

##### (5) ERVEN 3825 TO 3830

(a) The above erven are subject to a servitude for park purposes in favour of the Residents Association, its members, occupants, all lessees of properties situated in the herein afore-mentioned township, their families, visitors, friends, employees, contractors and invitees.

##### (6) ERVEN 3641 – 3650, 3674 – 3676, 3689 – 3692, 3696 – 3697, 3699, 3701, 3719, 3723 – 3728, 3776 – 3781, 3805 – 3808, 3816 – 3817 AND 3828

(a) The erven above are affected by a 2m wide sewer servitude in favour of the local authority as indicated on the General Plan.



**B. Conditions of Title imposed in favour of the third parties to be registered/created on the first registration of the erven concerned.**

- (1) Each and every lessee of the erf or lessee of any sub-divided portion of the erf or lessee of any unit thereon, shall on transfer or registration of a lease become and remain a member of Waterfall Country Estate Homeowners Association NPC incorporated for the purpose of the community scheme ("the Association") and shall be subject to its Memorandum of Incorporation until he/she ceases to be a lessee and such lessee shall not be entitled to transfer the leasehold rights of any sub divided portion thereof or any interest therein or any unit thereon, without a clearance certificate from such Association certifying that the provisions of the Memorandum of Incorporation have been complied with and the purchaser has bound himself/herself to the satisfaction of the Association to become and remain a member of the Association.
- (2) ERVEN 3773, 3774 AND 3802
  - (a) The erven above are affected by a 3m x 3m servitude for electrical purposes in favour of the local authority as indicated on the General Plan.

**G. Zanti: Director: Development Planning**  
 Notice No. 546/2012

**PLAASLIKE BESTUURSKENNISGEWING 1270**

**PLAASLIKE BESTUURSKENNISGEWING  
 STAD VAN JOHANNESBURG  
 VERKLARING TOT 'N GOEDGEKEURDE DORP**

Ingevolge artikel 103 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), verklaar die Stad van Johannesburg Metropolitaanse Munisipaliteit hiermee die dorp **Jukskei View Uitbreiding 57** tot 'n goedgekeurde dorp onderworpe aan die voorwaardes uiteengesit in die bygaande Bylae.

**BYLAE**

**VERKLARING VAN VOORWAARDES WAAROP DIE AANSOEK GEDOEN DEUR WATERFALL COUNTRY ESTATE WUQF (EIENDOMS) BEPERK (HIERNA DIE AANSOEKDOENER/ DORPSEIENAAR GENOEM) INGEVOLGE DIE BEPALINGS VAN HOOFSTUK III VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986 (ORDONNANSIE 15 VAN 1986), OM TOESTEMMING OM 'N DORP TE STIG OP GEDEELTE 758 VAN DIE PLAAS WATERVAL NR 5- I.R. TOEGESTAAN IS**

**1. STIGTINGSVOORWAARDES**

- (1) **NAAM**  
 Die naam van die dorp is Jukskei View Uitbreiding 57
- (2) **ONTWERP**  
 Die dorp bestaan uit erwe soos aangedui op Algemene Plan LG Nr 2187/2012.
- (3) **VOORSIENING EN INSTALLERING VAN DIENSTE**  
 Die dorpseienaar moet, op sy koste en tot tevredeheid van die plaaslike bestuur, ontwerp, voorsien en installeer alle ingenieursdienste ingesluit die interne paaie en die stormwater retikulasie, binne-in die grense van die dorp, tot tevredeheid van die plaaslike bestuur.
- (4) **ELEKTRISITEIT**
  - (a) Die plaaslike bestuur is nie die grootmaat verskaffer van elektrisiteit aan die dorp nie. Die dorpseienaar moet ingevolge Artikel 118(2)(b) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, (Ordonnansie 15 van 1986) die nodige reëlings tref met ESKOM, die gelisensieërde verskaffer van elektrisiteit in die dorp.
- (5) **GAUTENG PROVINSIALE REGERING**
  - (a) Indien die ontwikkeling van die dorp nie 'n aanvang neem voor of binne 'n periode van 5 jaar vanaf datum wat toestemming of vrystelling gegee is, moet die aansoek om die dorp te stig, heringedien word by Gauteng Departement van Landbou, Bewaring en Omgewing (Gauteng Provinsiale Regering) vir goedkeuring ingevolge Artikel 28A van die Omgewingsbewaringwet, 1989 (Wet 73 van 1989), soos gewysig.

- (b) Indien die ontwikkeling van die dorp nie voltooi is binne 'n periode van 10 jaar vanaf die datum van hul skrywe nie, moet die aansoek heringedien word by die Departement van Openbare Vervoer, Paaie en Werke vir herooringing.
- (c) Indien omstandighede egter, voor die verstryking van die tydperk vermeld in (a) hierbo, tot so 'n mate verander dat paaie en/of PWV roetes onder die beheer van die betrokke Departement deur die beoogde uitleg van die dorp geraak word, moet die dorpseienaar die aansoek herindien vir doeleindes van die nakoming van die vereistes van die beheerende liggaam ingevolge die bepalinge van Artikel 48 van die Gauteng Vervoerinfrastruktuur Wet, 2001 (Wet 8 van 2001).

(6) DEPARTEMENT VAN MINERALE EN ENERGIE

Indien die ontwikkeling van die dorp nie voor of binne 'n tydperk van 5 (vyf) jaar vanaf die datum van die Departement se brief voltooi is nie, moet die aansoek om die dorp te stig heringedien word by die Departement van Minerale en Energie vir herooringing.

(7) TOEGANG

- (a) Geen toegang tot of uitgang vanuit die dorp sal toegelaat word teen die lyne van geen toegang, soos aangedui op die goedgekeurde uitlegplan.
- (b) Toegang tot of uitgang vanuit die dorp sal voorsien word, tot die tevredenheid van die plaaslike bestuur en Johannesburg Roads Agency (Edms) Bpk.

(8) VERWYDERING OF VERVANGING VAN MUNISIPALE DIENSTE

Indien dit, as gevolg van die stigting van die dorp, nodig is om enige bestaande munisipale, TELKOM en/of ESKOM dienste te verwyder of te vervang, moet sodanige verwydering of vervanging op koste van die dorpseienaar gedoen word.

(9) ONTVANGS EN VERSORGING VAN STORMWATER

Die dorpseienaar moet die dreinerings van die dorp so reël dat dit inpas by dié van die aangrensende paaie en alle stormwater wat van die paaie afloop of afgelei word, moet ontvang en versorg word.

(10) SLOPING VAN GEBOUE EN STRUKTURE

Die dorpseienaar moet op sy eie koste, alle bestaande geboue en strukture wat binne boulynreserwes, kantruimtes of oor gemeenskaplike grense geleë is, laat sloop tot tevredenheid van die plaaslike bestuur, wanneer daartoe versoek deur die plaaslike bestuur.

(11) VULLISVERWYDERING

Die dorpseienaar moet toesien dat daar genoegsame vullisverwyderingspunte in die dorp voorsien word en moet ook reëlings tref vir die verwydering van alle vullis tot die tevredenheid van die plaaslike bestuur

(12) BEPERKING VAN OORDRAGTE/REGISTRASIE VAN HUUR-OOREENKOMSTE EN SERTIFIKAAT VAN GEREGISTREERDE TITEL

Erwe 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829 en 3830 sal, voor of gelyktydig met die registrasie van die eerste huurkontrak ooreenkoms ten gunste van 'n erf/eenheid in die dorp en vir die koste van die dorpseienaar, onderworpe wees aan 'n servituut ten gunste van die Waterfall Country Estate Homeowners Association NPC, met dien verstande dat die Huisseienaarsvereniging volle verantwoordelikheid aanvaar vir die funksionering en behoorlike onderhoud van die genoemde erwe en die ingenieursdienste binne-in die genoemde erwe

(13) BEGIFTIGING

Die dorpseienaar moet ingevolge die Bepalinge van Artikel 98(2) en Regulasie 44 van die Ordonansie op Dorpsbeplanning en Dorpe, 1986 (Ordonansie 15 van 1986) 'n globale bedrag as begiftiging aan die plaaslike bestuur betaal as voorsiening van grond vir 'n park (publieke oop ruimte).

- (14) VERPLIGTINGE TEN OPSIGTE VAN DIENSTE EN BEPERKING BETREFFENDE DIE VERVREEMDING VAN ERWE
- (a) Die dorpseienaar moet op sy eie koste en tot tevredeheid van die plaaslike bestuur, alle vullis, bourommel en/of ander materiale verwyder van Erwe 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829 en 3830I, voor die registrasie van 'n serwituut ten gunste van die erwe in die naam van "Waterfall Country Estate Homeowners Association NPC".
  - (b) Die dorpseienaar moet, op sy eie koste, na proklamasie van die dorp, 'n aansoek indien by die plaaslike bestuur vir toestemming om Erwe 3823 en 3826 notarieel te verbind. Die notariële verbinding mag nie geregistreer word alvorens die plaaslike bestuur nie aan die Registrateur van Aktes sertifiseer dat voldoende waarborge/kontant grootmaatsdiensbydraes ten opsigte van die verskaffing van ingenieursdienste aan die dorp en/of erwe wat notarieel verbind word, ingedien of betaal is aan die plaaslike bestuur nie.
  - (c) Die dorpseienaar moet 'n sertifikaat van ESKOM indien by die plaaslike bestuur wat bevestig dat aanvaarbare finansiële reëlings ten opsigte van die voorsiening van elektrisiteit aan die dorp getref is met die plaaslike bestuur. Erwe in die dorp mag nie vervreem of oorgedra word in die naam van die koper, ook mag 'n Sertifikaat van Geregistreerde Titel nie in die naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat hierdie sertifikaat deur ESKOM uitgereik is.
  - (d) Die dorpseienaar moet, binne sodanige tydperk as wat die plaaslike bestuur mag bepaal, sy verpligtinge met betrekking tot die voorsiening van elektrisiteit, water en sanitêre dienste asook die konstruksie van paaie en stormwaterdreinerig en die installering van die stelsels daarvoor, soos vooraf ooreengekom tussen die dorpseienaar en die plaaslike bestuur, nakom. Erwe en/of eenhede in die dorp mag nie vervreem of oorgedra word in die naam van 'n koper nie, ook mag 'n Sertifikaat van Geregistreerde Titel nie in die naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat voldoende waarborge, kontantbydraes ten opsigte van die voorsiening van die dienste deur die dorpseienaar, aan die plaaslike bestuur gelewer of betaal is nie; en
  - (e) Desnieteenstaande die bepalings van klousule 3(1) hieronder, moet die dorpseienaar op sy eie koste en tot tevredeheid van die plaaslike bestuur, alle serwitute opmeet en registreer om die dienste wat voorsien, gekonstrueer en/of geïnstalleer is beoog in (a) to (b) hierbo, te beskerm. Erwe en/of eenhede in die dorp, mag nie vervreem of oorgedra word in die naam van 'n koper nie, ook mag 'n Sertifikaat van Geregistreerde Titel nie in die naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat hierdie dienste beskerm is of sal word, tot tevredeheid van die plaaslike bestuur.

## 2. BESKIKKING OOR BESTAANDE TITELVOORWAARDES

Alle erwe moet onderworpe gemaak word aan bestaande voorwaardes en serwitute, indien enige.

- (a) DIE VOLGENDE VOORWAARDE IS VAN TOEPASSING OP ALLE ERWE IN DIE VOORGESTELDE DORP
  - (aa) Kragtens Notariële Akte Bepanking van Vrye Vervreemding van Eiendom Nr K536/2010S mag die residensiële eiendomme soos uiteengesit in dorpe in die hierin-gemelde eiendom, nie verkoop word nie en slegs verhuur word, welke huurooreenkomste onderhewig is aan die Standaard Terme en Voorwaardes soos uiteengesit in Aanhangsel 1 tot die genoemde notariële akte en wat meer volledig verskyn in die genoemde akte.
- (b) UITGESLUIT DIE VOLGENDE SERWITUTE WAT NIE DIE DORP AFFEKTEER NIE
  - (aa) Sertifikaat van Reg tot Minerale No K192/1963M uitgereik in terme van Artikel 70(6) van Wet 47/1937 ten opsigte van die reg op minerale, mineraalprodukte, natuurlike olies, basismetale, semi-edelgesteentes en edelgesteentes in of onder die hierin-gemelde eiendom.
  - (bb) Kragtens Notariële Akte Nr. K55/1973S, is die reg toegestaan aan die Elektriese Voorsienings-kommissie om elektrisiteit te transporteer oor die eiendom, hiermee getransporteer met aanverwante regte en onderhewig aan voorwaardes wat meer volledig sal blyk uit genoemde Notariële Akte en aangehegte diagram. Die roete van hierdie serwituut word aangedui op diagram S.G. Nr A5191/1971.
  - (cc) Kragtens Notariële Akte Nr K2514/1976S, is die reg toegestaan aan Elektriese Voorsienings-kommissie om elektrisiteit te transporteer oor die eiendom, hiermee getransporteer met aanverwante regte en

- onderhewig aan voorwaardes wat meer volledig sal blyk uit verwysende na genoemde Notariële Akte. Die roete van hierdie serwituut is bepaal deur Notariële Akte van Wysiging van Serwituut K3475/1981S met diagram Nr A1392/1980 hierby aangeheg.
- (dd) Onderworpe aan 'n huurkontrak ten gunste van die Waterval Islamic Institute in ewigdurendheid deur Huurkontrak Nr K849/1963L.
- (ee) Onderworpe aan 'n onder-verhuringsooreenkoms ten gunste van die Stadsraad van Midrand vir 'n periode van 25 jaar met die opsie van hernuwing vir 'n verdere 10 jaar, soos meer volledig uiteengesit in Notariële Akte van Verhuring Nr 3589/1985L soos meer volledig verskyn in L.G. Diagram Nr A4717/1985 hierby aangeheg.
- (ff) Kragtens Notariële Akte Nr K5028/1992, die reg is toegestaan aan ESKOM om elektrisiteit te transporteer oor die eiendom, hiermee getransporteer met aanverwante regte en onderhewig aan voorwaardes wat meer volledig verskyn in verwysing tot genoemde Notariële Akte, soos gewysig deur Notariële Akte van Roetebeskrywing K3213/1994 met diagram L.G. Nr 5427/1991 hierby aangeheg.
- (gg) Kragtens Notariële Akte van Serwituut Nr K3366/1997S gedateer 19 November 1996 met diagram L.G. Nr A7672/1989 wat daartoe verwys, is die hierin-gemelde eiendom onderhewig aan 'n 3m wye serwituut vir munisipale doeleindes, ten gunste van die Stadsraad van Midrand, soos meer volledig sal blyk uit die genoemde Notariële Akte, tesame met aanverwante regte.
- (hh) Kragtens Notariële Akte Nr K4394/1999S gedateer 8 Mei 1999, is die hierin-gemelde eiendom onderhewig aan 'n rioolserwituut van 2021m<sup>2</sup>, aangedui op L.G. Nr 12040/1997 ten gunste van gedeelte 516 (gedeelte van gedeelte 61) van die plaas Waterval Nr 5 I.R. met aanverwante regte, wat meer volledig sal blyk uit die genoemde Notariële Akte.
- (ii) Kragtens Notariële Akte Nr K4398/1999S gedateer 27 Augustus 1999, is die hierin-gemelde eiendom onderhewig aan 'n serwituut ten gunste van ESKOM aangedui op diagram L.G. Nr 6150/1997 met aanverwante regte, wat meer volledig sal blyk uit die genoemde Notariële Akte.
- (jj) Kragtens Notariële Akte Nr K3161/2000S gedateer 4 Mei 2000, is die hierin-gemelde eiendom onderhewig aan 'n ewigdurende serwituut om elektriese kragtoevoer te transporteer ten gunste van ESKOM soos aangedui deur die lyn ABCD en HJK op diagram L.G. Nr 8801/1998, wat meer volledig sal blyk uit die genoemde Notariële Akte.
- (kk) Die hierin-gemelde eiendom is onderhewig aan 'n serwituut ten gunste van Eskom Holdings Limited, tesame met aanverwante regte wat meer volledig sal blyk uit die genoemde Notariële Akte van Serwituut K3487/2009S, die roete van welke serwituut bepaal is deur Notariële Akte van Roetebeskrywing K2826/2011S met L.G. Diagram Nr 4110/2010 hierby aangeheg.
- (ll) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van Livingstones Lifestyle Centre (Edms) Bpk, soos meer volledig sal blyk uit Notariële Akte van Serwituut K7434/2002S.
- (mm) Die hierin-gemelde eiendom is onderhewig aan 'n riool serwituut ten gunste van City of Johannesburg soos meer volledig blyk uit Notariële Akte van Serwituut K3772/2010S met Diagramme L.G. Nr 8021/1998 en L.G. Nr 5362/2009 hierby aangeheg.
- (nn) Kragtens Notariële Akte van Serwituut K537/2010S is die hierin-gemelde eiendom onderhewig aan 'n serwituut ten gunste van City of Johannesburg soos aangedui op Diagram L.G. Nr A6302/1993.
- (oo) Die hierin-gemelde eiendom is onderhewig aan 'n Serwituut ten gunste van ESKOM Holdings Limited soos meer volledig blyk uit Notariële Akte van Serwituut K300/2009S, met Diagram L.G. Nr 5392/2007, 5388/2007, 5389/2007, 5390/2007 en gewysig deur Notariële Akte van Serwituut van Wysiging K3589/2011S met Diagram L.G. Nr 1435/2011 daarby aangeheg.
- (pp) Onderhewig aan 'n ewigdurende onder-verhuringsooreenkoms ten gunste van die Waterval Investment Company (Edms) Beperk kragtens Huurooreenkoms Nr K332/2009L.
- (qq) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1557/2010L.
- (rr) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1558/2010L.
- (ss) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1559/2010L.
- (tt) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1560/2010L.
- (uu) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1561/2010L.
- (vv) Die hierin-gemelde eiendom is onderhewig aan 'n onder-verhuringsooreenkoms ten gunste van

ATTERBURY WATERFALL INVESTMENT COMPANY (EDMS) BPK kragtens Notariële Akte van Verhuring Nr K1562/2010L.

- (ww) Die hierin-gemelde eiendom is onderhewig aan 'n serwituut ten gunste van City of Johannesburg Metropolitan Municipality kragtens Notariële Akte van Serwituut Nr K1848/2010S met Diagram L.G. Nr 4143/2009 daarby aangeheg.
  - (xx) Die hierin-gemelde eiendom is onderhewig aan 'n serwituut kragtens Notariële Akte van Serwituut Nr K1849/2010S ten gunste van City of Johannesburg Metropolitan Municipality met Diagram L.G. Nr 1451/2009 en 2933/2009 daarby aangeheg.
  - (yy) Die hierin-gemelde eiendom is onderhewig aan 'n serwituut ten gunste van ESKOM Holdings Limited soos meer volledig sal blyk uit Notariële Akte van Serwituut K2800/2007S die roete van welke serwituut bepaal is deur K786/2009S met Diagram L.G. Nr 628/2008 daarby aangeheg.
  - (zz) Kragtens Notariële Akte Nr K4218/2010S is die hierin-gemelde eiendom onderhewig aan 'n serwituut ten gunste van City of Johannesburg soos meer volledig sal blyk uit die gemelde akte en Diagramme L.G. Nr 3199/2010 en L.G. Nr 3200/2010 daarby aangeheg.
  - (aaa) Kragtens Notariële Akte Nr K474/2010S is die hierin-gemelde eiendom onderhewig aan 'n riool serwituut 2.00 meter wyd, ten gunste van die City of Johannesburg soos meer volledig sal blyk uit gemelde Akte en Diagram L.G. Nr 2212/2008 daarby aangeheg.
  - (bbb) Die hierin-gemelde eiendom is onderhewig aan 'n riool serwituut ten gunste van City of Johannesburg Metropolitan Municipality soos meer volledig sal blyk uit Notariële Akte van Serwituut K222/2011S met Diagram L.G. Nr 12350/2004 daarby aangeheg.
  - (ccc) Die hierin-gemelde eiendom is onderhewig aan 'n huurooreenkoms ten gunste van ATTERBURY WATERFALL Investment Company (Eiendoms) Beperk kragtens Notariële Akte van Verhuring Nr K6207/2010L met Diagram L.G. Nr 1733/2009 wat daarop betrekking het.
- (b) DIE VOLGENDE SERWITUUT AFFEKTEER SLEGS ERF 3830 IN DIE VOORGESTELDE DORP
- (a) Kragtens Notariële Akte Nr K1293/1963S, is die reg toegestaan deur die Elektriese Voorsieningskommissie om elektrisiteit te transporteer oor die eiendom, hiermee getransporteer met aanverwante regte, onderhewig aan voorwaardes wat meer volledig sal blyk met verwysing tot genoemde Notariële Akte. Die roete van hierdie serwituut soos aangedui in die Algemene Plan No 2187/2012 deur lye S1, S2, S3 en S4.
- (c) DIE VOLGENDE SERWITUUT AFFEKTEER SLEGS ERWE 3674 – 3678, 3680 – 3681, 3823 – 3824, 3828 EN 3830 IN DIE VOORGESTELDE DORP
- (a) Kragtens Notariële Akte Nr K4795/2010S die hieringemelde eiendom is onderworpe aan 'n rioolserwituut ten gunste van City of Johannesburg die noordelike grens wat aangedui is deur die lyn ab op diagram LG Nr 2187/2012.

### 3. TITELVOORWAARDES

#### A. Titelvooarwaardes opgelê ten gunste van die plaaslike bestuur ingevolge die bepalings van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986):

- (1) ALLE ERWE
- (a) Elke erf is onderworpe aan 'n serwituut 2 m breed, ten gunste van die plaaslike bestuur, vir rioolerings- en ander munisipale doeleindes, langs enige twee grense, uitgesonderd 'n straatgrens en, in die geval van 'n pypsteelerf, 'n addisionele serwituut vir munisipale doeleindes 2 m breed oor die toegangsgedeelte van die erf, indien en wanneer verlang deur die plaaslike bestuur: Met dien verstande dat die plaaslike bestuur van enige sodanige serwituut mag afsien.
- (b) Geen gebou of ander struktuur mag binne die voornoemde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 2 m daarvan, geplant word nie.
- (c) Die plaaslike bestuur is geregtig om enige materiaal wat deur hom uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleidings, en ander werke wat hy volgens goeddunke noodsaaklik ag, tydelik te plaas op die grond wat aan die voorgenoemde serwituut grens en voorts sal die plaaslike bestuur geregtig wees tot redelike toegang tot genoemde grond vir die voorgenoemde doel, onderworpe daaraan dat die plaaslike bestuur enige skade vergoed wat gedurende die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleiding en ander werke veroorsaak word.

- (2) ERWE 3822, 3823 EN 3824
- (a) Die bogenoemde erwe soos aangedui op die Algemene Plan, is onderworpe aan 'n serwituut vir munisipale doeleindes en reg van weg ten gunste van die Stadsraad.
- (3) ERWE 3825 – 3830
- (a) Die bogenoemde erwe mag nie vervreem of getranspoteer word in die name van enige koper ander dan Waterfall Country Estate Homeowners Association NPC sonder dat die skriftelike toestemming van die plaaslike bestuur eerste verkry is nie.
- (4) ERWE 3675, 3679, 3704 EN 3824
- (a) Die bogenoemde erwe word geaffekteer deur 'n 3m wye stormwater serwituut ten gunste van die plaaslike bestuur soos aangedui op die Algemene Plan.
- (5) ERWE 3825 – 3830
- (a) Die bogenoemde erwe is onderhewig aan 'n serwituut vir parkdoeleindes ten gunste van die Huiseienaarsvereniging se lede inwoners, alle huurders van eiendom geleë binne die voorafgenoemde dorp, hulle familie, besoekers, vriende, werknemers, kontrakteurs en genooides gaste.
- (6) ERWE 3641 – 3650, 3674 – 3676, 3689 – 3692, 3696 – 3697, 3699, 3701, 3719, 3723 – 3728, 3776 – 3781, 3805 – 3808, 3816 – 3817 EN 3828
- (a) Die bogenoemde erf word geaffekteer deur 'n 2m wye rioolserwituut ten gunste van die plaaslike bestuur soos aangedui op die Algemene Plan.

**B. Titellovoorwaardes opgelê ten gunste van 'n derde party wat geregistreer/geskep word tydens die eerste registrasie van die genoemde erwe**

- (1) *“Each and every lessee of the erf or lessee of any sub-divided portion of the erf or lessee of any unit thereon, shall on transfer or registration of a lease become and remain a member of Waterfall Country Estate Homeowners Association NPC incorporated for the purpose of the community scheme (“the Association”) and shall be subject to its Memorandum of Incorporation until he/she ceases to be a lessee and such lessee shall not be entitled to transfer the leasehold rights of any sub divided portion thereof or any interest therein or any unit thereon, without a clearance certificate from such Association certifying that the provisions of the Memorandum of Incorporation have been complied with and the purchaser has bound himself/herself to the satisfaction of the Association to become and remain a member of the Association”*
- (2) ERWE 3773, 3774, 3801 EN 3802
- (a) Die bogenoemde erwe word geaffekteer deur 'n 3m x 3m serwituut vir elektriese doeleindes, ten gunste van die plaaslike bestuur soos aangedui op die Algemene Plan.

**G. Zanti: Direkteur : Ontwikkelingsbeplanning**  
Kennisgewing Nr. 546/2012

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