

**THE PROVINCE OF
GAUTENG**



**DIE PROVINSIE
GAUTENG**

Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

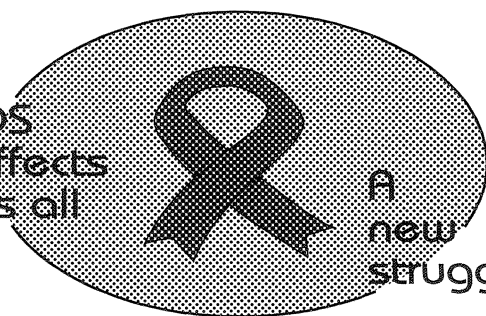
Vol. 18

PRETORIA, 18 OCTOBER 2012

No. 311

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

Prevention is the cure

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LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 1353

CITY OF TSHWANE

TSHWANE AMENDMENT SCHEME 304T

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 Irene Extension 148, being an amendment of the Tshwane Town-planning Scheme, 2008.

Map 3 and the scheme clauses of this amendment scheme are filed with the Chief Legal Counsel, and are open to inspection during normal office hours.

This amendment is known as Tshwane Amendment Scheme 304T.

(13/2/Irene x148 (304T))
 ___ October 2012

Chief Legal Counsel
 (Notice No 530/2012)

PLAASLIKE BESTUURSKENNISGEWING 1353

STAD TSHWANE

TSHWANE WYSIGINGSKEMA 304T

Hierby word ingevolge 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 Irene Uitbreiding 148, synde 'n wysiging van die Tshwane dorpsbeplanningskema, 2008, goedgekeur het.

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

Hierdie wysiging staan bekend as Tshwane wysigingskema 304T.

(13/2/Irene x148 (304T))
 ___ Oktober 2012

Hoofregsadviseur
 (Kennisgewing No 530/2012)

CITY OF TSHWANE

DECLARATION OF IRENE EXTENSION 148 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 Irene Extension 148 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Irene x148 (304T))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY BARKOROX INVESTMENTS PROPRIETARY LIMITED IN TERMS OF THE PROVISIONS OF CHAPTER III: PART C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 853 (A PORTION OF PORTION 812) OF THE FARM DOORNKLOOF 391JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Irene Extension 148.

1.2 DESIGN

The township consists of erven and streets as indicated on General Plan SG No 5057/2011.

1.3 PRECAUTIONARY MEASURES

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

- (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 the Southdowns Home Owners' Association NPC must be included.

1.3.2 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.

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

1.3.3.1 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

1.3.3.2 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.

1.4 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES

Should it become necessary to move or replace any existing municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.5 COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD

The township owner shall at his own expense comply with all the conditions imposed by the Gauteng Department of Agriculture and Rural Development, if applicable, those by which exemption has been granted from compliance with regulations No 1182 and 1183, promulgated in terms of sections 21, 22 and 26 of the Environmental Conservation Act, (Act 73 of 1989) or the National Environmental Management Act, 1998 (Act 107 of 1998) and Regulations thereto, as the case may be.

1.6 ACCEPTANCE AND DISPOSAL OF STORMWATER

1.6.1 The stormwater plan for the development area must be integrated with the greater stormwater master plan for the total relevant catchment area including adjoining areas.

1.6.2 The low points in roads and the accumulation of stormwater in crescents, cull-de sacs and lower lying erven must be drained to the satisfaction of the local authority.

1.7 LAND TO BE TRANSFERRED TO THE NON PROFIT COMPANY (HOMEOWNERS' ASSOCIATION NPC)

Erven 4346 and 4371 shall be transferred to the Southdowns Homeowners Association NPC (Registration nr. 2005/021423/08) within a period of 6 months after proclamation of the township by and at the expense of the township owner.

1.8 FURTHER GEOLOGICAL INVESTIGATIONS

1.8.1 ERVEN 4362 TO 4367 AND 4345

The erf may not be transferred to individual owners until the necessary footprint geological investigations have been conducted and the stand is deemed suitable for development, to the satisfaction of the Council for Geoscience and the Municipality.

1.8.2 ERVEN 4359 TO 4361

The erf may not be transferred to individual owners until the stand has been properly compacted and deemed suitable for development, to the satisfaction of the Municipality.

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE

2.1 INSTALLATION OF INTERNAL AND EXTERNAL SERVICES

2.1.1 A certificate issued in terms of Section 82 of the Town Planning and Townships Ordinance (Ordinance 15 of 1986) must be lodged with the first transfer or with any other act of registration such as the issuing of a Certificate of Title. The engineering service agreement in terms of Section 40 of the Development Facilitation Act (DFA) shall be regarded as an engineering service agreement in terms of Chapter V of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

2.1.2 The township applicant shall install and provide internal engineering services in the township as provided for in the services agreement.

2.1.3 The Local Authority shall install and provide external engineering services for the township as provided for in the services agreement.

2.1.4 The Applicant shall pay the agreed contributions for external engineering services and roads as provided for in the Addendum to the Services Agreement for Irene Extensions 52 to 54.

2.1.5 The Bulk Services Exemption Agreement with regard to Highveld Extension 49, relating to the provision of services between the City of Tshwane Metropolitan Municipality and the applicant shall be applicable to this application. An addendum to the mentioned agreement shall be signed by the relevant parties prior to the development of the land development area.

2.2 RESTRICTIONS ON THE ALIENATION OF LAND:

Regardless the issuing of a certificate as contemplated in section 82(1)(b)(ii)(cc) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), no erf in the township may be transferred or be dealt with otherwise until the City of Tshwane Metropolitan Municipality certifies that the developer has complied with the provisions of condition 2.3.

2.3 THE DEVELOPER'S OBLIGATIONS

2.3.1 MEMORANDUM OF INCORPORATION

The developer shall incorporate the township into the existing Southdowns Homeowners' Association NPC (Registration Number 2005/021423/08) in terms of its Memorandum of Incorporation for the purposes of owning and maintaining the private street (Erf 4371) and internal services.

2.3.2 PROVISION OF ENGINEERING DRAWINGS

The developer must submit to the City of Tshwane Metropolitan Municipality complete engineering drawings in respect of internal sewers and sewer connection points and complete detail design engineering drawings in respect of the internal road and storm water sewers as well as water and electricity services, prior to the commencement of the construction of the said services.

The detail design drawings will only be evaluated after the required Services Reports have been approved.

2.3.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the relevant engineering departments of the City of Tshwane Metropolitan Municipality must be provided with a certificate by a Registered Professional Engineer for water, sewerage, electricity and the road and stormwater services, in which it is certified that the engineering services have been completed and that the Professional Engineer accepts liability for the services, after which the applicable Divisions of the Municipality namely Roads & Stormwater, Water & Sanitation and Electricity, will certify that these services have been installed to their satisfaction to the Legal Department of the Municipality.

2.3.4 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences when the last of the internal engineering services (i.e. water, sewerage, electricity, and the road and stormwater services) have been completed. The developer must submit proof to the Municipality that:

- (i) the Southdowns Homeowners' Association NPC has been furnished with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the roads and stormwater services and the electricity services, which guarantee must be for an amount that is equal to 10% of the contract cost of the civil roads and stormwater services and the contract cost of the electrical services, prior to the commence date of the contract,.
- (ii) the Municipality has been furnished with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the sewer and water services, which guarantee must be for an amount that is equal to 10% of the contract cost of these services, prior to the commence date of the contract.

2.4 FORMATION, DUTIES AND RESPONSIBILITIES OF THE NON PROFIT COMPANY (HOMEOWNERS ASSOCIATION)

- 2.4.1 All the owners of erven and/or units in the township must become members of the Southdowns Homeowners' Association NPC.
- 2.4.2 The property owners association shall have the legal power to levy from each and every member the costs incurred in the fulfillment of its functions and shall have legal recourse to recover such fees and costs in the event of a default in payment by any member.
- 2.4.3 Erf 4371 shall be transferred to the Southdowns Homeowners' Association NPC within a period of 6 months after a Section 82 certificate for the construction thereof have been issued, by and at the expense of the township owner.
- 2.4.4 The erf may not be transferred thereafter by the Southdowns Homeowners' Association NPC before the consent of the City of Tshwane Metropolitan Municipality first been obtained.
- 2.4.5 A servitude for access and municipal services shall be registered over Erf 4371 in favour of all the erven in the township.
- 2.4.6 The property owners association, shall have the right to construct and maintain over the servitude area, any construction equipment, security system, electric fence, lighting systems, electric surveillance system, and/or communication system or anything related to or ancillary thereto. In this regard it is recorded that the said company shall at all times be entitled to bring upon the servitude area by means of its officials, agents, contractors, workmen and servants, all such machinery, equipment and materials as, in the opinions of the company or its authorized representatives may be necessary or desirable for the construction or maintenance of systems installed or to be installed or for inspecting, maintaining or replacing the same from time to time, and the company shall be entitled to permit the use of the servitude area as a Right of Way for access purposes, by such persons as it in its discretion may consider need to use same.

2.4.7 All buildings and structures to be erected shall be made subject to the provisions of the Development and Architectural Guidelines and any and all amendments to the said document as may be affected and approved by the owners association.

2.4.8 Building plans shall only be submitted to the local authority for final approval once the said plans have been evaluated and approved by the Trustees of the Association as specifically provided for in the Articles of Association.

2.5 ARCHITECTURAL GUIDELINES

The developer shall satisfy the General Manager: City Planning that the approved architectural guidelines for Irene Extension 52 will be made applicable to the township to ensure that the sense of place be conserved and the character of the area be endorsed.

3. DISPOSAL OF EXISTING CONDITIONS OF TITLE

3.1 All erven shall be made subject to the existing conditions and servitudes, if any, excluding the reservation of the rights to minerals, as contained in Certificate of Consolidated Title T50137/2012, excluding the following conditions and servitudes contained in the said Certificate of Consolidated Title, which do not affect the Township due to locality referring to:

I.

Former Remaining Extent of portion 2 of the said farm, measuring 299,5751 hectares, a portion whereof is hereby transferred, is subject and entitled to the following servitudes and conditions namely –

- A.
1. SUBJECT to the terms of an order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer no 10851/1920;
 2. SUBJECT to Notarial deed of servitude No 125/1904 registered on the 13th June 1904, in respect of certain dams, water furrows and water rights.
 3. ENTITLED to the terms of Notarial Deed no 210/1931S relating to the rights to water in the Kaalspruit and water in the Hennopsrivier above the eastern boundary of the farm Zwartkop 476 district Pretoria, as will more fully appear from the said Notarial Deed.

B. The former remaining extent of "A" of the arm DOORNKLOOF" aforesaid, measuring 1326,9481 hectares is subject:-

1. To rights of way in favour of portion 25 (a portion of portion A) of the of the aforesaid farm and portion 26 (a portion of portion called Irene) of the said farm, both held under and by virtue of deed of Transfer no 24795/1954 dated the 23rd September 1954, from the North eastern corner of the said portion 26 to link with the southern extremity of King street in the township of Irene.
2. The said portion 25 aforesaid shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the Northern portion of the said portion and shall not be entitled to pump water from the said spruit nor shall portion any borehole be sunk on the property. The said portion 26 shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the southern portion of the said portion 26 but shall be entitled to pump a maximum of 35 gallons per week either from the said spruit or by means of any borehole that may be sunk on the said property. No borehole shall be sunk within 9, 45 metres of any existing furrow.
3. The owner of the said portions 25 and 26 shall not be entitled to sell any dairy products in the township of Irene or any extension thereof.
4. The owners of the said former remaining extent of portion called Irene of the said farm measuring 930,0585 hectares shall be entitled to raise the wall in the Six Miles Spruit by an additional 94 centimetres without the consent of the owners of portions 25 and 26 nor shall the owners of the said portions 25 and 26 be entitled to claim any compensation by reason of the wall being raised as aforesaid.

5. That the owners of the said portions 25 and 26 shall not be entitled to the use of any water from the existing water furrows traversing the property but in respect of such furrow the property shall be subject to servitude of *acqueductus* in favour of the former remaining extent of portion called Irene of the said farm Doornkloof and the owners of the remaining extent of portion A of the said farm Doornkloof, measuring 1321, 8089 hectares upon the said property namely portions 25 and 26 aforesaid, in order to inspect, clean maintain and repair the said furrow and to take on the said property such material as may be necessary accordingly.
- C. The former remaining extent of portion "A" of the farm Doornkloof aforesaid, measuring 305, 3699 hectares, is subject to the following conditions in favour of the owners of the remaining extent aforesaid, namely –
- (a) SUBJECT to the terms of an Order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer no 10851/1920. It is agreed between the said owners of the remaining extent aforesaid and the Government of the Republic of South Africa of its successors in title that the government aforesaid shall keep and maintain the water furrow and pipes referred to in the said Order of Court on the servient tenement in good order and repair.
 - (b) Portion 41 (a portion of portion A) of the said farm DOORNKLOOF held under Deed of Transfer No 19649/1956 dated the 20th August 1956, shall be used for the purpose of a research and experimental institute and no person not bona fide employed on the said property may reside thereon, and such people as may reside on the said property shall not have their residences within 400 yards of the remaining extent of portion A of the said farm, measuring 305,3699 hectares of the remaining extent of portion called Irene of the said farm measuring 305, 3699 hectares or of the remaining extent of portion called Irene of the said farm measuring 920,1142 hectares.
 - (c) Portion 41 aforesaid shall be subject to a servitude in respect of the dam situate in the Kaalspruit and all necessary servitudes connected herewith, and to a servitude of aqueducts in respect of the existing water furrows in favour of the owners of the former remaining extent of portion A of the aid farm measuring 305,3699 hectares, or such reduced area as may from time exist, which said dam and water furrows are shown on the diagram SG No A3694/55 annexed to Deed of Transfer No 19649/56 dated the 20th August 1956, the said water furrows being indicated thereon by the curved blue lines U V V W and V X and which said water furrows shall be maintained in good order and repair by the owners of portion 41 or its successors in title.
 - (d) The owners of portion 421 aforesaid or its successors in title shall not sell on or off the said property milk or cream for consumption in the Irene township established on the properties of the owners of the remaining extent of portion A aforesaid, whether at such time in their ownership or otherwise, as long as the said owners of the remaining extent operate a dairy on the said farm Doornkloof.
 - (e) The owners of the remaining extent of portion A aforesaid shall have a right of pre-emption should the owner of portion 41 or its successors in title decide to sell or in any other way disclose of the said property or any portion thereof.
 - (f) The owners of the remaining extent of portion A aforesaid retain both jointly and severally all shooting rights over the said property for their lifetime.
 - (g) Portion 41 aforesaid shall not be entitled to enjoy and enforce the conditions set out in the conditions C 2, 3, 4 and 5 of paragraph 1 of Certificate of Consolidated Title 24796/1954 and conditions E 2, 3, 4 and 5 of paragraph 2 of the said Certificate of Consolidated Title.

- D. By Notarial Deed K511/66S dated the 27th September 1965 the remaining extent of portion "A" of the said farm measuring 299,5751 hectares, of which the property hereby transferred forms a portion, is subject to a perpetual servitude to convey water by means of pipelines in favour of the RAND WATER BOARD as will more fully appear from reference to the said Notarial Deed.
- E. The former remaining extent of portion 2 of the said farm, measuring 276,4591 hectares, a portion whereof is hereby transferred, is by Notarial Deed K2257/1982S subject to a pipelines servitude 1400 metres long and more fully appear from reference to the said Notarial Deed.
- F. The former remaining extent of portion 2 of the said farm, measuring 276,4591 hectares, a portion whereof is hereby transferred is subject to an order of the Supreme Court of South Africa made on the 3rd July 1979 in Case no M 1722/79, the said Order and Agreement is filed under BC 9566/83.
- G. By virtue of Notarial Deed K1710/83S the said remaining extent of portion 2 measuring 276,4591 hectares, apportion whereof is hereby transferred, is subject to a servitude in favour of the CITY COUNCIL OF CENTURION to convey electricity there over, together with ancillary rights, all as will more full appear from reference to the said Notarial Deed.
- J. The former remaining extent of Portion 2 of the said farm, measuring 175,2644 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aquaduct, pipeline and sewer over Portion 555 (a portion of Portion 2) of the said farm, as held by Deed of Transfer T126845/2002, the route of which is still to be determined by the parties.

II.

Former Portion 811 (a portion of portion 1) of the Farm Doornkloof No 391 indicated by the figure a.1W.1X.1Y.1Z.b.a on diagram SG No 4608/2011 is subject to the following conditions:-

- A. The former remaining extent of portion 1 of the said farm, measuring 637,4221 hectares, apportion whereof is hereby transferred, is subject and entitled to the following servitudes and conditions:-
- (1) SUBJECT to Notarial Deed of Servitude No 125/1904 registered on the 13th June 1904, in respect of certain dams, water furrows and water rights.
 - (2) SUBJECT to the terms of an Order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer No 10851/1920.
 - (3) SUBJECT to a servitude of aquaduct in favour of the Town Council of Pretoria, as will more fully appear from Notarial Deed No 798/1929S. The rights granted under the said Notarial Deed No 798/1929S have been supplemented and added to as will more fully appear from Notarial Deed K391/1931S.
 - (4) ENTITLED to the terms of Notarial Deed No K210/1931S relating to the rights to water in the Kaalspruit and water in the Hennopsrivier above the eastern boundary of the farm Zwartkop 476 district Pretoria, as will more fully appear from the said Notarial Deed.
- B. The former remaining extent of portion called Irene of the said farm DOORNKLOOF, measuring 929,4451 hectares, of which the property hereby transferred forms a portion, is subject and entitled to the following:
1. SUBJECT to rights of way in favour of portion 25 (a portion of Portion A) of the said farm and portion 26 (a portion of Portion called Irene) of the said farm, both held under and by virtue of Deed of Transfer No 24795/1954 dated the 23rd September 1954, from the north eastern corner of the said portion 26 to link up with the southern extremity of Kind street in the township of Irene.
 2. The said portion 26 shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the southern portion of the said portion 26 but shall be entitled to pump a maximum of 35,0000 gallons per week either from the said spruit or by means of any borehole that may be sunk on the said property. No borehole shall be sunk within 9,45 metres of any existing furrow.

- Portion 25 aforesaid shall not be entitled to riparian rights in respect of the Six Mile Spruit which abuts on the northern portion of the said portion and shall not be entitled to pump water from the said spruit nor shall any borehole be sunk on the property.
3. The owners of the said portions 25 and 26 shall not be entitled to sell any dairy products in the township of Irene or any extension thereof.
 4. The owners of the said former remaining extent of portion called Irene of the said farm measuring 929,4451 hectares shall be entitled to raise the wall in the Six Mile spruit by an additional 94 centimetres without the consent of the owners of portions 25 and 26, nor shall the owners of the said portion 25 and 26 be entitled to claim any compensation by reason of the wall being raised as aforesaid.
 5. That the owners of the said portions 25 and 26 shall not be entitled to the use of any water from the existing water furrows traversing the property but in respect of such furrow the property shall be subject to a servitude of acqueductus in favour of the owners of the former remaining extent of portion called Irene of the said farm Doornkloof aforesaid, and the owners of the remaining extent of portion A of the said farm Doornkloof, measuring 1326,9481 hectares, who shall be entitled to go upon the said property namely portions 25 and 26 aforesaid, in order to inspect, clean, maintain and repair the said furrow and to take on the said property such material as may be necessary accordingly.
- C. The former remaining extent of portion called IRENE of the said farm DOORNKLOOF, measuring 920,1142 hectares, of which the property hereby transferred forms a portion, or any reduced area thereof, is subject to the following conditions in favour of the owners of the remaining extent of portion called Irene, aforesaid, namely –
1. The owners of portion 31 (a portion of Portion called Irene) of the said farm DOORNKLOOF, held under Deed of Transfer No 10917/1956 dated the 7th of may 1956, shall not be entitled to operate more than one borehole thereon and no borehole may be sunk on the said property within 31,49 metres of the existing furrow which runs past the said portion 31, close to the western boundary thereof.
 2. The owners of the said remaining extent, undertake to supply a reasonable amount of water for domestic purposes at current prices.
 3. To an electric way leave as shown on the diagram SG No A2659/54 annexed to the aforesaid Deed of Transfer of portion 31 (a portion of Portion called Irene) together with the right to go on to the property, to maintain, repair, place and generally replace and generally for the purpose of keeping the said electric line in good order and condition.
 4. To a right of way 6,30 metres wide, along the western boundary of portion 31 aforesaid as indicated on the aforementioned diagram of the said property by the letters D E F G H A.
 5. Portion 31 aforesaid shall not be subdivided.
 6. No dairy products may be sold or bartered for consumption off the aforementioned portion 31 within the boundaries of the original farm Doornkloof aforesaid.
 7. All fences, gates and pipes on the said portion 31 shall remain the property of the owners of the remaining extent of portion called Irene aforesaid, who may remove or repair same at their own free will. The said owner of the remaining extent of Irene must remove same, except the pipes aforesaid to in clause 4 within a reasonable time on being requested so to do by the owner of portion 31.

8. In the event of the owner of the said portion 31 at any time wishing to sell the property it shall first be offered to the aforesaid owners of the remaining extent of Irene at the price offered, and the said owner of the remaining extent aforesaid shall be entitled to buy the said property accordingly if they wish to do so, provided they notify the owner of portion 31 of their intention to do so within 14 days of the receipt of the said offer.
 9. Portion 31 may only be used for agricultural purposes, for the purpose of making, producing and processing motion picture films, television films and radio broadcasts and for carrying out operations connected therewith.
 10. The owner of portion 31 shall ensure that no effluent shall be so deposited or discharged on or off the said property as to pollute or to be likely to pollute water flowing in the existing water furrow above referred to.
- D. The former remaining extent of portion called Irene of the said farm DOORNKLOOF, measuring 646,2647 hectares, of which the property hereby transferred forms a portion is entitled to the following conditions over portion 52 (a portion of portion called Irene) held under Deed of Transfer No 17057/1959 dated the 8th July 1959, namely –
1. To a servitude of aqueduct in respect of the existing water furrow as shown by the letters KL and MN on diagram SG No A519/59 annexed to the said Deed of Transfer.
 2. To a servitude in respect of the existing pipeline as shown on the aforesaid diagram marked HJ. The pipes constituting the said pipeline and any other pipes on the said property shall remain the property of the owners of the remaining extent of portion called Irene aforesaid, who shall be entitled to remove same at any time should they wish to do so, and to do everything necessary on the property for the purposes of such removal.
- In connection with the above referred to servitudes, the owners of the Remaining Extent of Irene aforesaid reserved to themselves the right to maintain, repair and reconstruct the said water furrow and relay the said pipeline and for these purposes do whatever may be necessary on the said portion 52 accordingly.
- E. By Notarial Deed K511/1966S dated the 27th September 1965 the former remaining extent of portion called Irene in extent 646,2647 hectares, a portion whereof is hereby transferred, is subject to a perpetual servitude to convey water by means of pipelines in favour of the RAND WATER BOARD as will more fully appear from the said Notarial Deed.
- F. The former remaining extent of portion 1 of the said farm, measuring 621,8675 hectares, or any reduced area thereof, a portion of which is hereby transferred, is entitled to certain servitudes over portion 114 (a portion of portion called Irene) measuring 15,1500 hectares held by Deed of Transfer No T18746/1971.
- G. The former remaining extent of portion 1 of the said farm measuring 575,7624 hectares, portion whereof is hereby transferred, is entitled to servitudes of aqueduct, powerline right of way and dam wall, together with ancillary rights over Portion 143 (a portion of Portion 1) of the said farm as held under Deed of Transfer No T17417/1979.
- H. The former remaining extent of portion 1 of the said farm, measuring 548,2760 hectares is entitled to a servitude of aqueduct, the route which is still to be determined, over portion 163 (a portion of Portion 1) of the said farm as held under Deed of Transfer No T53696/1987.
- K. By virtue of Notarial Deed K4464/1997S, the property held hereunder is entitled to a Servitude of Right of Way and Water pipeline servitude over portion 330 of the farm Doornkloof 301, Registration Division JR Gauteng, as held under T75645/1997.

- L. In terms of Expropriation Notice EX396/98 a servitude for water purposes approximately 90 square metres has been expropriated by the GREATER PRETORIA METROPOLITAN COUNCIL.
- M. The former remaining extent of Portion 1 of the said farm, measuring 90,6276 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portion 559 (a portion of Portion 1) of the said farm, as held by Deed of Transfer T26838/2002, the route of which is still to be determined.
- N. The former remaining extent of Portion 1 of the said farm, measuring 90,0759 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portion 562 (a portion of Portion 1) measuring 5519 square metres of the said farm, as held by Deed of Transfer No T126842/2002.
- O. The former remaining extent of Portion 1 of the said farm, measuring 89,2565 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portions 563 and 553 measuring 2,5474 hectare as will more fully appear from Notarial Deed of Servitude K5823/2002S.
- P. By virtue of Notarial Deed of Servitude K4517/2005S dated 11 April 2005 the within mentioned property is entitled to a Servitude of Aquaduct 186 meters over Portion 143 of the farm Doornkloof 391 as indicated by the figure ABCD on diagram SG No 7450/2002 as will more fully appear from the said Notarial Deed.
- Q. By virtue of Unilateral Notarial Deed K8121/2005 every newly created portion of the within mentioned property is subject to the following:
- i. "No building plans will be approved until a dolomitic stability and foundation investigation have been carried out on all the areas on which there is to be built, to the satisfaction of the general Manager: Roads and Stormwater; and
 - ii. An Engineer must be appointed before building plans are submitted, who must submit, together with the building plans, a certificate which states that he has studied the relevant geographical report and that he has established the necessary measures with regard to building work, so that the entire development is safe as far as possible from a geological point of view
 - iii. Municipal water is not available to the property and the owner indemnifies and holds harmless the City of Tshwane Municipality against all or any loss, damage or claims in this regard as will more fully appear from the abovementioned Notarial Deed."
- R. By Notarial Deed K423/1988S the former remaining extent of portion 1 of the said farm measuring 575,7624 hectares, a portion whereof is hereby transferred, is subject to a sewer pipeline servitude 6 metres wide indicated by the figure on diagram SG No 613/2004, in favour of the CITY OF TSHWANE METROPOLITAN MUNICIPALITY.
- S. By virtue of Notarial Deed of Servitude K4921/2002S dated 6 August 2002, the within mentioned property is subject to a rights of servitude in perpetuity to convey and transmit water by means of pipelines already laid and which may thereafter be laid along a strip of ground 275 square metres, depicted by the figure fHJ on subdivision diagram SG No 613/2004 in favour of RAND WATER BOARD and as will more fully appear in the said Notarial Deed.
- T. By virtue of Notarial Deed K6989/2008S the remaining extent measuring 64,9731 hectares, a portion whereof is hereby transferred, is subject to a storm water servitude 2,00 metres wide for municipal purposes.
- 3.2 The following conditions and servitudes as contained in Certificate of Consolidated Title. T50137/2012 shall be carried forward to erven in the township:
- 3.2.1 Condition H referring to the Former Remaining Extent of Portion 2 of the Farm Doornkloof 391 JR and Condition J referring to the Former Portion 811 of the Farm Doornkloof 391 JR being one and the same, namely:

SUBJECT to the following condition imposed by the TOWN COUNCIL OF CENTURION on subdivision-

The transferee shall only be entitled to erect buildings on the property in area geologically suitable for building purposes.

4. CONDITIONS OF TITLE

4.1 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)

4.1.1 ALL ERVEN WITH THE EXCEPTION OF ERF 4371

4.1.1.1 The erf subject to a servitude, 3m wide, for municipal services (water, sewer, electricity and stormwater) (hereinafter referred to as "the services"), in favour of the Municipality, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 3m wide, over the entrance portion of the erf, if and when required by the Municipality: Provided that the Municipality may waive any such servitude.

4.1.1.2 No building 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 from it.

4.1.1.3 The City of Tshwane Metropolitan Municipality 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 necessary, and furthermore the City of Tshwane Metropolitan Municipality shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the City of Tshwane Metropolitan Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.

4.1.2 ERVEN 4355, 4356 and 4360

The erven are shall be subject to a servitude (3,0m wide) for a sewer pipeline in favour of the City of Tshwane Metropolitan Municipality, as indicated on the general plan.

4.1.3 ERF 4371

The erf is subject to a right of way servitude for access purposes in favour of the municipality for emergency vehicles and access to services.

4.2 CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED/ CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED

4.2.1 ERVEN 4338 TO 4345 AND 4346 TO 4371

4.2.1.1 The owner of the erf or any subdivision thereof or any sectional title unit thereon shall automatically be and shall remain a Member of the Southdowns Homeowners' Association NPC referred to in Condition 2.3.1 above, of the Conditions of Establishment of the land development area and shall not be entitled to transfer the erf except with a clearance certificate from the Company to the effect that the Memorandum of Incorporation of the Company have been compiled with.

4.2.1.2 The erf shall not be transferred to any person who has not bound himself/herself to be a Member of the Southdowns Homeowners' Association NPC, to the satisfaction of the Southdowns Homeowners' Association NPC.

4.2.1.3 All the members of the Southdowns Homeowners' Association NPC shall be bound to any and all of the provisions contained in the Memorandum of Incorporation of the said Southdowns Homeowners' Association NPC.

- 4.2.1.4 If the property is sold an amount equal to 0.75% (zero comma seven five percent) plus VAT of the gross selling price payable by the purchaser of the property and if the property is donated, exchanged or otherwise alienated, the said percentage of the then reasonable market value of the property will be paid to the Southdowns Homeowners' Association NPC. In the event of a dispute regarding the said value, it will be determined by an expert who is a registered estate agent and a registered valuer and who will be appointed by two referees, one of each to be appointed by the seller and the purchaser. The said party will act as an expert and not as an arbitrator and his decision will be final and binding upon the parties and not subject to appeal. The expert will be entitled to order one of the parties to pay his costs or each party to pay a specified proportion of his costs. The property may not be transferred unless a certificate is produced by the Southdowns Homeowners' Association NPC to the effect that the said amount has been paid to it or that the payment thereof has been satisfactorily secured.
- 4.2.1.5 The erven in the township lie in an area where soil conditions can affect and damage buildings and structures. Building plans submitted to the Local Authority for approval shall indicate measures to be taken, to limit possible damage to buildings and structures as a result of detrimental foundation conditions. These measures shall be in accordance with the recommendation contained in the Geotechnical report for the township, unless it is proved to the Local Authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.

4.2.2 ERF 4371

The erf is subject to a right of way servitude for access purposes in favour of all owners incorporated as members of the Southdowns Homeowners' Association NPC (Registration nr 2005/021423/08).

LOCAL AUTHORITY NOTICE 1354**CITY OF TSHWANE****TSHWANE AMENDMENT SCHEME 305T**

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 Irene Extension 149, being an amendment of the Tshwane Town-planning Scheme, 2008.

Map 3 and the scheme clauses of this amendment scheme are filed with the Chief Legal Counsel, and are open to inspection during normal office hours.

This amendment is known as Tshwane Amendment Scheme 305T.

(13/2/Irene x149 (305T))
__ October 2012

Chief Legal Counsel
(Notice No 531/2012)

PLAASLIKE BESTUURSKENNISGEWING 1354**STAD TSHWANE****TSHWANE WYSIGINGSKEMA 305T**

Hierby word ingevolge 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 Irene Uitbreiding 149, synde 'n wysiging van die Tshwane dorpsbeplanningskema, 2008, goedgekeur het.

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

Hierdie wysiging staan bekend as Tshwane wysigingskema 305T.

(13/2/Irene x149 (305T))
__ Oktober 2012

Hoofregsadviseur
(Kennisgewing No 531/2012)

CITY OF TSHWANE**DECLARATION OF IRENE EXTENSION 149 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 Irene Extension 149 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Irene x149 (305T))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY BARKOROX INVESTMENTS PROPRIETARY LIMITED IN TERMS OF THE PROVISIONS OF CHAPTER III: PART C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 854 (A PORTION OF PORTION 812) OF THE FARM DOORNKLOOF 391JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**1.1 NAME**

The name of the township shall be Irene Extension 149.

1.2 DESIGN

The township consists of erven and streets as indicated on General Plan SG No 4610/2011.

1.3 PRECAUTIONARY MEASURES

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

1.3.1.1 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.

1.3.1.2 A Dolomite Risk Management Plan, specific to the development. The legal transfer of the responsibility for the management of the Risk Management Plan, to the Southdowns Home Owners' Association NPC must be included.

1.3.2 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.

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

1.3.3.1 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

1.3.3.2 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.

1.4 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES

Should it become necessary to move or replace any existing municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.5 COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD

The township owner shall at his own expense comply with all the conditions imposed by the Gauteng Department of Agriculture and Rural Development, if applicable, those by which exemption has been granted from compliance with regulations No 1182 and 1183, promulgated in terms of sections 21, 22 and 26 of the Environmental Conservation Act, (Act 73 of 1989) or the National Environmental Management Act, 1998 (Act 107 of 1998) and Regulations thereto, as the case may be.

1.6 ACCEPTANCE AND DISPOSAL OF STORMWATER

1.6.1 The stormwater plan for the development area must be integrated with the greater stormwater master plan for the total relevant catchment area including adjoining areas.

1.6.2 The low points in roads and the accumulation of stormwater in crescents, cull-de sacs and lower lying erven must be drained to the satisfaction of the local authority.

1.7 LAND TO BE TRANSFERRED TO THE NON PROFIT COMPANY (HOMEOWNERS' ASSOCIATION NPC)

Erven 4413 to 4415 shall be transferred to the Southdowns Homeowners Association NPC (Registration nr. 2005/021423/08) within a period of 6 months after proclamation of the township by and at the expense of the township owner.

1.8 FURTHER GEOLOGICAL INVESTIGATIONS

1.8.1 ERVEN 4373 TO 4382, 4384 TO 4386, 4388 TO 4390 AND 4396 TO 4403

The erven may not be transferred to individual owners until the necessary footprint geological investigations have been conducted and the stand is deemed suitable for development, to the satisfaction of the Council for Geoscience and the Municipality.

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE

2.1 INSTALLATION OF INTERNAL AND EXTERNAL SERVICES

2.1.1 A certificate issued in terms of section 82 of the Town Planning and Townships Ordinance (Ordinance 15 of 1986) must be lodged with the first transfer or with any other act of registration such as the issuing of a Certificate of Title. The engineering service agreement in terms of Section 40 of the Development Facilitation Act (DFA) shall be regarded as an engineering service agreement in terms of Chapter V of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

2.1.2 The township applicant shall install and provide internal engineering services in the township as provided for in the services agreement.

2.1.3 The Local Authority shall install and provide external engineering services for the township as provided for in the services agreement.

2.1.4 The Applicant shall pay the agreed contributions for external engineering services and roads as provided for in the Addendum to the Services Agreement for Irene Extensions 52 to 54.

2.1.5 The Bulk Services Exemption Agreement with regard to Highveld Extension 49, relating to the provision of services between the City of Tshwane Metropolitan Municipality and the applicant shall be applicable to this application. An addendum to the mentioned agreement shall be signed by the relevant parties prior to the development of the land development area.

2.2 RESTRICTIONS ON THE ALIENATION OF LAND:

Regardless the issuing of a certificate as contemplated in section 82(1)(b)(ii)(cc) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), no erf in the township may be transferred or be dealt with otherwise until the City of Tshwane Metropolitan Municipality certifies that the developer has complied with the provisions of condition 2.3.

2.3 THE DEVELOPER'S OBLIGATIONS

2.3.1 MEMORANDUM OF INCORPORATION

The developer shall incorporate the township into the existing Southdowns Homeowners' Association NPC (Registration Number 2005/021423/08) in terms of its Memorandum of Incorporation for the purposes of owning and maintaining the private street (Erf 4413 to 4415) and internal services.

2.3.2 PROVISION OF ENGINEERING DRAWINGS

The developer must submit to the City of Tshwane Metropolitan Municipality complete engineering drawings in respect of internal sewers and sewer connection points and complete detail design engineering drawings in respect of the internal road and storm water sewers as well as water and electricity services, prior to the commencement of the construction of the said services.

The detail design drawings will only be evaluated after the required Services Reports have been approved.

2.3.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the relevant engineering departments of the City of Tshwane Metropolitan Municipality must be provided with a certificate by a Registered Professional Engineer for water, sewerage, electricity and the road and stormwater services, in which it is certified that the engineering services have been completed and that the Professional Engineer accepts liability for the services, after which the applicable Divisions of the Municipality namely Roads & Stormwater, Water & Sanitation and Electricity, will certify that these services have been installed to their satisfaction to the Legal Department of the Municipality.

2.3.4 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences when the last of the internal engineering services (i.e. water, sewerage, electricity, and the road and stormwater services) have been completed. The developer must submit proof to the Municipality that:

- (i) the Southdowns Homeowners' Association NPC has been furnished with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the roads and stormwater services and the electricity services, which guarantee must be for an amount that is equal to 10% of the contract cost of the civil roads and stormwater services and the contract cost of the electrical services, prior to the commence date of the contract,.
- (ii) the Municipality has been furnished with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the sewer and water services, which guarantee must be for an amount that is equal to 10% of the contract cost of these services, prior to the commence date of the contract.

2.4 FORMATION, DUTIES AND RESPONSIBILITIES OF THE NON PROFIT COMPANY (HOMEOWNERS ASSOCIATION)

- 2.4.1 All the owners of erven and/or units in the township must become members of the Southdowns Homeowners' Association NPC.
- 2.4.2 The property owners association shall have the legal power to levy from each and every member the costs incurred in the fulfillment of its functions and shall have legal recourse to recover such fees and costs in the event of a default in payment by any member.
- 2.4.3 Erf 4413 to 4415 shall be transferred to the Southdowns Homeowners' Association NPC within a period of 6 months after a Section 82 certificate for the construction thereof have been issued, by and at the expense of the township owner.
- 2.4.4 The erf may not be transferred thereafter by the Southdowns Homeowners' Association NPC before the consent of the City of Tshwane Metropolitan Municipality first been obtained.
- 2.4.5 A servitude for access and municipal services shall be registered over Erven 4413 to 4415 in favour of all the erven in the township.
- 2.4.6 The property owners association, shall have the right to construct and maintain over the servitude area, any construction equipment, security system, electric fence, lighting systems, electric surveillance system, and/or communication system or anything related to or ancillary thereto. In this regard it is recorded that the said company shall at all times be entitled to bring upon the servitude area by means of its officials, agents, contractors, workmen and servants, all such machinery, equipment and materials as, in the opinions of the company or its authorized representatives may be necessary or desirable for the construction or maintenance of systems installed or to be installed or for inspecting, maintaining or replacing the same from time to time, and the company shall be entitled to permit the use of the servitude area as a Right of Way for access purposes, by such persons as it in its discretion may consider need to use same.

- 2.4.7 All buildings and structures to be erected shall be made subject to the provisions of the Development and Architectural Guidelines and any and all amendments to the said document as may be affected and approved by the owners association.
- 2.4.8 Building plans shall only be submitted to the local authority for final approval once the said plans have been evaluated and approved by the Trustees of the Association as specifically provided for in the Articles of Association.

2.5 ARCHITECTURAL GUIDELINES

The developer shall satisfy the General Manager: City Planning that the approved architectural guidelines for Irene Extension 52 will be made applicable to the township to ensure that the sense of place be conserved and the character of the area be endorsed.

3. DISPOSAL OF EXISTING CONDITIONS OF TITLE

- 3.1 All erven shall be made subject to the existing conditions and servitudes, if any, excluding the reservation of the rights to minerals, as contained in Certificate of Consolidated Title T50137/2012, excluding the following conditions and servitudes contained in the said Certificate of Consolidated Title, which do not affect the Township due to locality referring to:

I

Former Remaining Extent of portion 2 of the said farm, measuring 299,5751 hectares, a portion whereof is hereby transferred, is subject and entitled to the following servitudes and conditions namely –

- A.
1. SUBJECT to the terms of an order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer no 10851/1920;
 2. SUBJECT to Notarial deed of servitude No 125/1904 registered on the 13th June 1904, in respect of certain dams, water furrows and water rights.
 3. ENTITLED to the terms of Notarial Deed no 210/1931S relating to the rights to water in the Kaalspruit and water in the Hennopsrivier above the eastern boundary of the farm Zwartkop 476 district Pretoria, as will more fully appear from the said Notarial Deed.
- B. The former remaining extent of "A" of the arm DOORNKLOOF" aforesaid, measuring 1326,9481 hectares is subject:-
1. To rights of way in favour of portion 25 (a portion of portion A) of the of the aforesaid farm and portion 26 (a portion of portion called Irene) of the said farm, both held under and by virtue of deed of Transfer no 24795/1954 dated the 23rd September 1954, from the North eastern corner of the said portion 26 to link with the southern extremity of King street in the township of Irene.
 2. The said portion 25 aforesaid shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the Northern portion of the said portion and shall not be entitled to pump water from the said spruit nor shall portion any borehole be sunk on the property. The said portion 26 shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the southern portion of the said portion 26 but shall be entitled to pump a maximum of 35 gallons per week either from the said spruit or by means of any borehole that may be sunk on the said property. No borehole shall be sunk within 9, 45 metres of any existing furrow.
 3. The owner of the said portions 25 and 26 shall not be entitled to sell any dairy products in the township of Irene or any extension thereof.
 4. The owners of the said former remaining extent of portion called Irene of the said farm measuring 930,0585 hectares shall be entitled to raise the wall in the six Miles spruit by an additional 94 centimetres without the consent of the owners of portions 25 and 26 nor shall the owners of the said portions 25 and 26 be entitled to claim any compensation by reason of the wall being raised as aforesaid.

5. That the owners of the said portions 25 and 26 shall not be entitled to the use of any water from the existing water furrows traversing the property but in respect of such furrow the property shall be subject to servitude of *acqueductus* in favour of the former remaining extent of portion called Irene of the said farm Doornkloof and the owners of the remaining extent of portion A of the said farm Doornkloof, measuring 1321,8089 hectares upon the said property namely portions 25 and 26 aforesaid, in order to inspect, clean maintain and repair the said furrow and to take on the said property such material as may be necessary accordingly.
- C. The former remaining extent of portion "A" of the farm Doornkloof aforesaid, measuring 305,3699 hectares, is subject to the following conditions in favour of the owners of the remaining extent aforesaid, namely –
- (a) SUBJECT to the terms of an Order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer no 10851/1920. It is agreed between the said owners of the remaining extent aforesaid and the Government of the Republic of South Africa of its successors in title that the government aforesaid shall keep and maintain the water furrow and pipes referred to in the said Order of Court on the *servient tenement* in good order and repair.
- (b) Portion 41 (a portion of portion A) of the said farm DOORNKLOOF held under Deed of Transfer No 19649/1956 dated the 20th August 1956, shall be used for the purpose of a research and experimental institute and no person not *bona fide* employed on the said property may reside thereon, and such people as may reside on the said property shall not have their residences within 400 yards of the remaining extent of portion A of the said farm, measuring 305,3699 hectares of the remaining extent of portion called Irene of the said farm measuring 305,3699 hectares or of the remaining extent of portion called Irene of the said farm measuring 920,1142 hectares.
- (c) Portion 41 aforesaid shall be subject to a servitude in respect of the dam situate in the Kaalspruit and all necessary servitudes connected herewith, and to a servitude of *aqueducts* in respect of the existing water furrows in favour of the owners of the former remaining extent of portion A of the said farm measuring 305,3699 hectares, or such reduced area as may from time exist, which said dam and water furrows are shown on the diagram SG No A3694/55 annexed to Deed of Transfer No 19649/56 dated the 20th August 1956, the said water furrows being indicated thereon by the curved blue lines U V V W and V X and which said water furrows shall be maintained in good order and repair by the owners of portion 41 or its successors in title.
- (d) The owners of portion 421 aforesaid or its successors in title shall not sell on or off the said property milk or cream for consumption in the Irene township established on the properties of the owners of the remaining extent of portion A aforesaid, whether at such time in their ownership or otherwise, as long as the said owners of the remaining extent operate a dairy on the said farm Doornkloof.
- (e) The owners of the remaining extent of portion A aforesaid shall have a right of pre-emption should the owner of portion 41 or its successors in title decide to sell or in any other way disclose of the said property or any portion thereof.
- (f) The owners of the remaining extent of portion A aforesaid retain both jointly and severally all shooting rights over the said property for their lifetime.
- (g) Portion 41 aforesaid shall not be entitled to enjoy and enforce the conditions set out in the conditions C 2, 3, 4 and 5 of paragraph 1 of Certificate of Consolidated Title 24796/1954 and conditions E 2, 3, 4 and 5 of paragraph 2 of the said Certificate of Consolidated Title.

- D. By Notarial Deed K511/66S dated the 27th September 1965 the remaining extent of portion "A" of the said farm measuring 299,5751 hectares, of which the property hereby transferred forms a portion, is subject to a perpetual servitude to convey water by means of pipelines in favour of the RAND WATER BAORD as will more fully appear from reference to the said Notarial Deed.
- E. The former remaining extent of portion 2 of the said farm, measuring 276,4591 hectares, a portion whereof is hereby transferred, is by Notarial Deed K2257/1982S subject to a pipelines servitude 1400 metres long and more fully appear from reference to the said Notarial Deed.
- F. The former remaining extent of portion 2 of the said farm, measuring 276,4591 hectares, a portion whereof is hereby transferred is subject to an order of the Supreme Court of South Africa made on the 3rd July 1979 in Case no M 1722/79, the said Order and Agreement is filed under BC 9566/83.
- G. By virtue of Notarial Deed K1710/83S the said remaining extent of portion 2 measuring 276,4591 hectares, apportion whereof is hereby transferred, is subject to a servitude in favour of the CITY COUNCIL OF CENTURION to convey electricity there over, together with ancillary rights, all as will more full appear from reference to the said Notarial Deed.
- J. The former remaining extent of Portion 2 of the said farm, measuring 175,2644 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aquaduct, pipeline and sewer over Portion 555 (a portion of Portion 2) of the said farm, as held by Deed of Transfer T126845/2002, the route of which is still to be determined by the parties.

II.

Former Portion 811 (a portion of portion 1) of the Farm Doornkloof No 391 indicated by the figure a.1W.1X.1Y.1Z.b.a on diagram SG No 4608/2011 is subject to the following conditions:-

- A. The former remaining extent of portion 1 of the said farm, measuring 637,4221 hectares, apportion whereof is hereby transferred, is subject and entitled to the following servitudes and conditions:-
- (1) SUBJECT to Notarial Deed of Servitude No 125/1904 registered on the 13th June 1904, in respect of certain dams, water furrows and water rights.
 - (2) SUBJECT to the terms of an Order of the Water Court true copy marked "B" of which is annexed to Deed of Transfer No 10851/1920.
 - (3) SUBJECT to a servitude of aquaduct in favour of the Town Council of Pretoria, as will more fully appear from Notarial Deed No 798/1929S. The rights granted under the said Notarial Deed No 798/1929S have been supplemented and added to as will more fully appear from Notarial Deed K391/1931S.
 - (4) ENTITLED to the terms of Notarial Deed No K210/1931S relating to the rights to water in the Kaalspruit and water in the Hennopsrivier above the eastern boundary of the farm Zwartkop 476 district Pretoria, as will more fully appear from the said Notarial Deed.
- B. The former remaining extent of portion called Irene of the said farm DOORNKLOOF, measuring 929,4451 hectares, of which the property hereby transferred forms a portion, is subject and entitled to the following:
1. SUBJECT to rights of way in favour of portion 25 (a portion of Portion A) of the said farm and portion 26 (a portion of Portion called Irene) of the said farm, both held under and by virtue of Deed of Transfer No 24795/1954 dated the 23rd September 1954, from the north eastern corner of the said portion 26 to link up with the southern extremity of Kind street in the township of Irene.

2. The said portion 26 shall not be entitled to riparian rights in respect of the Six Miles Spruit which abuts on the southern portion of the said portion 26 but shall be entitled to pump a maximum of 35,0000 gallons per week either from the said spruit or by means of any borehole that may be sunk on the said property. No borehole shall be sunk within 9,45 metres of any existing furrow.

Portion 25 aforesaid shall not be entitled to riparian rights in respect of the Six Mile Spruit which abuts on the northern portion of the said portion and shall not be entitled to pump water from the said spruit nor shall any borehole be sunk on the property.

3. The owners of the said portions 25 and 26 shall not be entitled to sell any dairy products in the township of Irene or any extension thereof.
4. The owners of the said former remaining extent of portion called Irene of the said farm measuring 929,4451 hectares shall be entitled to raise the wall in the Six Mile Spruit by an additional 94 centimetres without the consent of the owners of portions 25 and 26, nor shall the owners of the said portion 25 and 26 be entitled to claim any compensation by reason of the wall being raised as aforesaid.
5. That the owners of the said portions 25 and 26 shall not be entitled to the use of any water from the existing water furrows traversing the property but in respect of such furrow the property shall be subject to a servitude of acqueductus in favour of the owners of the former remaining extent of portion called Irene of the said farm Doornkloof aforesaid, and the owners of the remaining extent of portion A of the said farm Doornkloof, measuring 1326,9481 hectares, who shall be entitled to go upon the said property namely portions 25 and 26 aforesaid, in order to inspect, clean, maintain and repair the said furrow and to take on the said property such material as may be necessary accordingly.

- C. The former remaining extent of portion called IRENE of the said farm DOORNKLOOF, measuring 920,1142 hectares, of which the property hereby transferred forms a portion, or any reduced area thereof, is subject to the following conditions in favour of the owners of the remaining extent of portion called Irene, aforesaid, namely –

1. The owners of portion 31 (a portion of Portion called Irene) of the said farm DOORNKLOOF, held under Deed of Transfer No 10917/1956 dated the 7th of May 1956, shall not be entitled to operate more than one borehole thereon and no borehole may be sunk on the said property within 31,49 metres of the existing furrow which runs past the said portion 31, close to the western boundary thereof.
2. The owners of the said remaining extent, undertake to supply a reasonable amount of water for domestic purposes at current prices.
3. To an electric way leave as shown on the diagram SG No A2659/54 annexed to the aforesaid Deed of Transfer of portion 31 (a portion of Portion called Irene) together with the right to go on to the property, to maintain, repair, place and generally replace and generally for the purpose of keeping the said electric line in good order and condition.
4. To a right of way 6,30 metres wide, along the western boundary of portion 31 aforesaid as indicated on the aforementioned diagram of the said property by the letters D E F G H A.
5. Portion 31 aforesaid shall not be subdivided.
6. No dairy products may be sold or bartered for consumption off the aforementioned portion 31 within the boundaries of the original farm Doornkloof aforesaid.

7. All fences, gates and pipes on the said portion 31 shall remain the property of the owners of the remaining extent of portion called Irene aforesaid, who may remove or repair same at their own free will. The said owner of the remaining extent of Irene must remove same, except the pipes aforesaid to in clause 4 within a reasonable time on being requested so to do by the owner of portion 31.
 8. In the event of the owner of the said portion 31 at any time wishing to sell the property it shall first be offered to the aforesaid owners of the remaining extent of Irene at the price offered, and the said owner of the remaining extent aforesaid shall be entitled to buy the said property accordingly if they wish to do so, provided they notify the owner of portion 31 of their intention to do so within 14 days of the receipt of the said offer.
 9. Portion 31 may only be used for agricultural purposes, for the purpose of making, producing and processing motion picture films, television films and radio broadcasts and for carrying out operations connected therewith.
 10. The owner of portion 31 shall ensure that no effluent shall be so deposited or discharged on or off the said property as to pollute or to be likely to pollute water flowing in the existing water furrow above referred to.
- D. The former remaining extent of portion called Irene of the said farm DOORNKLOOF, measuring 646,2647 hectares, of which the property hereby transferred forms a portion is entitled to the following conditions over portion 52 (a portion of portion called Irene) held under Deed of Transfer No 17057/1959 dated the 8th July 1959, namely –
1. To a servitude of aqueduct in respect of the existing water furrow as shown by the letters KL and MN on diagram SG No A519/59 annexed to the said Deed of Transfer.
 2. To a servitude in respect of the existing pipeline as shown on the aforesaid diagram marked HJ. The pipes constituting the said pipeline and any other pipes on the said property shall remain the property of the owners of the remaining extent of portion called Irene aforesaid, who shall be entitled to remove same at any time should they wish to do so, and to do everything necessary on the property for the purposes of such removal.
- In connection with the above referred to servitudes, the owners of the Remaining Extent of Irene aforesaid reserved to themselves the right to maintain, repair and reconstruct the said water furrow and relay the said pipeline and for these purposes do whatever may be necessary on the said portion 52 accordingly.
- E. By Notarial Deed K511/1966S dated the 27th September 1965 the former remaining extent of portion called Irene in extent 646,2647 hectares, a portion whereof is hereby transferred, is subject to a perpetual servitude to convey water by means of pipelines in favour of the RAND WATER BOARD as will more fully appear from the said Notarial Deed.
- F. The former remaining extent of portion 1 of the said farm, measuring 621,8675 hectares, or any reduced area thereof, a portion of which is hereby transferred, is entitled to certain servitudes over portion 114 (a portion of portion called Irene) measuring 15,1500 hectares held by Deed of Transfer No T18746/1971.
- G. The former remaining extent of portion 1 of the said farm measuring 575,7624 hectares, portion whereof is hereby transferred, is entitled to servitudes of aqueduct, powerline right of way and dam wall, together with ancillary rights over Portion 143 (a portion of Portion 1) of the said farm as held under Deed of Transfer No T17417/1979.
- H. The former remaining extent of portion 1 of the said farm, measuring 548,2760 hectares is entitled to a servitude of aqueduct, the route which is still to be determined, over portion 163 (a portion of Portion 1) of the said farm as held under Deed of Transfer No T53696/1987.

- K. By virtue of Notarial Deed K4464/1997S, the property held hereunder is entitled to a Servitude of Right of Way and Water pipeline servitude over portion 330 of the farm Doornkloof 301, Registration Division JR Gauteng, as held under T75645/1997.
- L. In terms of Expropriation Notice EX396/98 a servitude for water purposes approximately 90 square metres has been expropriated by the GREATER PRETORIA METROPOLITAN COUNCIL.
- M. The former remaining extent of Portion 1 of the said farm, measuring 90,6276 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portion 559 (a portion of Portion 1) of the said farm, as held by Deed of Transfer T26838/2002, the route of which is still to be determined.
- N. The former remaining extent of Portion 1 of the said farm, measuring 90,0759 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portion 562 (a portion of Portion 1) measuring 5519 square metres of the said farm, as held by Deed of Transfer No T126842/2002.
- O. The former remaining extent of Portion 1 of the said farm, measuring 89,2565 hectares, a portion whereof is hereby transferred, is entitled to a servitude for aqueduct, pipeline and sewer over Portions 563 and 553 measuring 2,5474 hectare as will more fully appear from Notarial Deed of Servitude K5823/2002S.
- P. By virtue of Notarial Deed of Servitude K4517/2005S dated 11 April 2005 the within mentioned property is entitled to a Servitude of Aqueduct 186 meters over Portion 143 of the farm Doornkloof 391 as indicated by the figure ABCD on diagram SG No 7450/2002 as will more fully appear from the said Notarial Deed.
- Q. By virtue of Unilateral Notarial Deed K8121/2005 every newly created portion of the within mentioned property is subject to the following:
- i. "No building plans will be approved until a dolomitic stability and foundation investigation have been carried out on all the areas on which there is to be built, to the satisfaction of the general Manager: Roads and Stormwater; and
 - ii. An Engineer must be appointed before building plans are submitted, who must submit, together with the building plans, a certificate which states that he has studied the relevant geographical report and that he has established the necessary measures with regard to building work, so that the entire development is safe as far as possible from a geological point of view
 - iii. Municipal water is not available to the property and the owner indemnifies and holds harmless the City of Tshwane Municipality against all or any loss, damage or claims in this regard as will more fully appear from the abovementioned Notarial Deed."
- R. By Notarial Deed K423/1988S the former remaining extent of portion 1 of the said farm measuring 575,7624 hectares, a portion whereof is hereby transferred, is subject to a sewer pipeline servitude 6 metres wide indicated by the figure on diagram SG No 613/2004, in favour of the CITY OF TSHWANE METROPOLITAN MUNICIPALITY.
- S. By virtue of Notarial Deed of Servitude K4921/2002S dated 6 August 2002, the within mentioned property is subject to a rights of servitude in perpetuity to convey and transmit water by means of pipelines already laid and which may thereafter be laid along a strip of ground 275 square metres, depicted by the figure fHJ on subdivision diagram SG No 613/2004 in favour of RAND WATER BOARD and as will more fully appear in the said Notarial Deed.
- T. By virtue of Notarial Deed K6989/2008S the remaining extent measuring 64,9731 hectares, a portion whereof is hereby transferred, is subject to a storm water servitude 2,00 metres wide for municipal purposes.

3.2 The following conditions and servitudes as contained in Certificate of Consolidated Title. T50137/2012 shall be carried forward to erven in the township:

3.2.1 Condition H referring to the Former Remaining Extent of Portion 2 of the Farm Doornkloof 391 JR and Condition J referring to the Former Portion 811 of the Farm Doornkloof 391 JR being one and the same, namely:

SUBJECT to the following condition imposed by the TOWN COUNCIL OF CENTURION on subdivision-

The transferee shall only be entitled to erect buildings on the property in area geologically suitable for building purposes.

4. CONDITIONS OF TITLE

4.1 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)

4.1.1 ALL ERVEN WITH THE EXCEPTION OF ERVEN 4413 TO 4415

4.1.1.1 The erf subject to a servitude, 3m wide, for municipal services (water, sewer, electricity and stormwater) (hereinafter referred to as "the services"), in favour of the Municipality, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 3m wide, over the entrance portion of the erf, if and when required by the Municipality: Provided that the Municipality may waive any such servitude.

4.1.1.2 No building 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 from it.

4.1.1.3 The City of Tshwane Metropolitan Municipality 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 necessary, and furthermore the City of Tshwane Metropolitan Municipality shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the City of Tshwane Metropolitan Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.

4.1.2 ERF 4413 to 4415

The erven is subject to a right of way servitude for access purposes in favour of the municipality for emergency vehicles and access to services.

4.2 CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED/ CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED

4.2.1 ERVEN 4372 TO 4412

4.2.1.1 The owner of the erf or any subdivision thereof or any sectional title unit thereon shall automatically be and shall remain a Member of the Southdowns Homeowners' Association NPC referred to in Condition 2.3.1 above, of the Conditions of Establishment of the land development area and shall not be entitled to transfer the erf except with a clearance certificate from the Company to the effect that the Memorandum of Incorporation of the Company have been compiled with.

4.2.1.2 The erf shall not be transferred to any person who has not bound himself/herself to be a Member of the Southdowns Homeowners' Association NPC, to the satisfaction of the Southdowns Homeowners' Association NPC.

- 4.2.1.3 All the members of the Southdowns Homeowners' Association NPC shall be bound to any and all of the provisions contained in the Memorandum of Incorporation of the said Southdowns Homeowners' Association NPC.
- 4.2.1.4 If the property is sold an amount equal to 0.75% (zero comma seven five percent) plus VAT of the gross selling price payable by the purchaser of the property and if the property is donated, exchanged or otherwise alienated, the said percentage of the then reasonable market value of the property will be paid to the Southdowns Homeowners' Association NPC. In the event of a dispute regarding the said value, it will be determined by an expert who is a registered estate agent and a registered valuer and who will be appointed by two referees, one of each to be appointed by the seller and the purchaser. The said party will act as an expert and not as an arbitrator and his decision will be final and binding upon the parties and not subject to appeal. The expert will be entitled to order one of the parties to pay his costs or each party to pay a specified proportion of his costs. The property may not be transferred unless a certificate is produced by the Southdowns Homeowners' Association NPC to the effect that the said amount has been paid to it or that the payment thereof has been satisfactorily secured.
- 4.2.1.5 The erven in the township lie in an area where soil conditions can affect and damage buildings and structures. Building plans submitted to the Local Authority for approval shall indicate measures to be taken, to limit possible damage to buildings and structures as a result of detrimental foundation conditions. These measures shall be in accordance with the recommendation contained in the Geotechnical report for the township, unless it is proved to the Local Authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.

4.2.2 ERF 4413 TO 4415

The erf is subject to a right of way servitude for access purposes in favour of all owners incorporated as members of the Southdowns Homeowners' Association NPC (Registration nr. 2005/021423/08).
