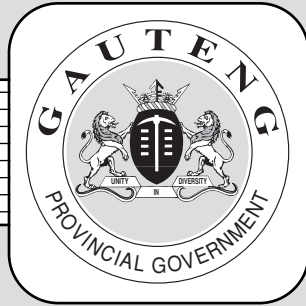


**THE PROVINCE OF
GAUTENG**



**DIE PROVINSIE
GAUTENG**

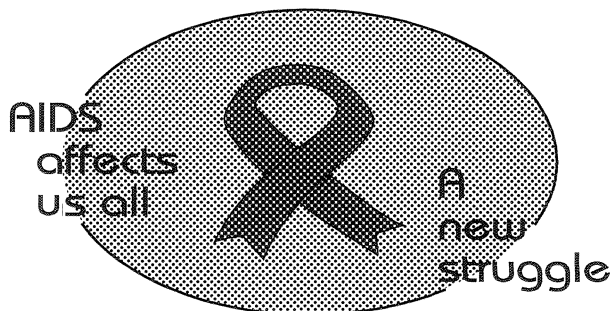
Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

Vol. 19

PRETORIA, 15 NOVEMBER 2013

No. 335

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DEPARTMENT OF HEALTH

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LOCAL AUTHORITY NOTICE

LOCAL AUTHORITY NOTICE 1672

CITY OF TSHWANE

TSHWANE AMENDMENT SCHEME 326T

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 Clubview Extension 100, 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 326T.

(13/2/Clubview x100 (326T))
 ___ November 2013

(Notice No 690/2013)

Chief Legal Counsel

PLAASLIKE BESTUURSKENNISGEWING

STAD TSHWANE

TSHWANE WYSIGINGSKEMA 326T

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 Clubview Uitbreiding 100, 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 326T.

(13/2/Clubview x100 (326T))
 ___ November 2013

(Kennisgewing No 690/2013)

Hoofregsadviseur

CITY OF TSHWANE

DECLARATION OF CLUBVIEW EXTENSION 100 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 Clubview Extension 100 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Clubview x100 (326T))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY PACIFIC BREEZE TRADING 539 (PTY) LTD 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 680 OF THE FARM ZWARTKOP 356JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Clubview Extension 100.

1.2 DESIGN

The township shall consist of erven, parks and streets as indicated on General Plan SG No 6697/2009.

1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, but excluding -

1.3.1 the following conditions and servitudes which do not affect the township:

Conditions A., B., C., E. and F. in Deed of Transfer No. T133505/2007

"A. Die gemelde Gedeelte 120 van die plaas ZWARTKOP 356, Registrasie Afdeling JR Provinsie van Gauteng, waarvan die eiendom hiermee getranspoteer 'n gedeelte vorm, is onderhewig aan die volgende voorwaardes:

"Subject to a right of way-leave for the purpose of conveying electricity by means of underground cables or overhead wires, together with the right to maintain, repair and renew the same, and certain ancillary rights as will more fully appear from Notarial Deed No 285/1934-S.

B. Gedeelte 120 van die genoemde plaas Zwartkop 356, Registrasie Afdeling JR (waarvan die eiendom hiermee getranspoteer 'n deel vorm), is SPESIAAL ONDERHEWIG aan die volgende:-

a. (i) The former remaining extent of the Eastern portion of the said farm, measuring as such 2064, 9701 hectares (of which the property hereby transferred forms a portion) with the exclusion, however, of portions B, E, F, G, H, J, K, L, P, O, M and R of the Eastern portion held by Deeds of Transfers Nos 6044/1920, 11798/1931, 3130/1932, 3131/1932, 7690/1932, 7692/1932, 4891/1933, 4890/1933, 5933/1935 and 7109/1933, is entitled to a third share of the Notarial Deed NO 210/1931-S relating to the rights to water in the Kaalspruit and in the Hennops River above the Eastern boundary of the said farm;

(ii) Subject to the condition relating to water of certain Deed of Partition Dated the 29th of March 1857 referred to in the diagram relating to Deed of Transfer dated 15th September 1856, made in favour of Carel Jacobus Erasmus, copies whereof are attached to Deeds of Transfer Nos 2094/1902 and 2095/1902.

b. LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED reserves to itself the right to one-half of the borehole situated upon the said Portion 120, near the point marked "C" on the said diagram SG No A6924/38, on its northern boundary, but it is agreed that the exercise of the right so reserved to LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED shall at no time reduce the supply of water available for the SOUTH AFRICAN IRON AND STEEL INDUSTRIAL CORPORATION LIMITED or its successors in title from the said Borehole to less than an average of 13 638 litres per hour over twelve (12) consecutive hours.

c. The SOUTH AFRICAN IRON AND STEEL INDUSTRIAL CORPORATION and its successors in title shall, subject to the provisions of the second paragraph of this clause, be entitled to the sole and exclusive use of the reservoir situated upon LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED property, adjoining the northern boundary of the said Portion 120 and being the remaining extent of the eastern portion of the said farm, measuring as such 374,5650 Hectares and held by LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED by Deed of Transfer No 11630/1929, dated 25th September, 1929, and shall be entitled to enlarge the reservoir and to conduct water thereto from the said Borehole or any other borehole, and from the said reservoir to the said Portion 120, by means of pipes over the said remaining extent of the eastern portion of the said farm and over the

remaining extent of the said portion "D" of the 26,5166 Hectares, and held by LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED by Certificate of Consolidated Title No 4604/1935 aforesaid.

The rights granted hereunder have been cancelled insofar as they affect the Remaining Extent of the eastern portion of the said farm Zwartkop, measuring as such 30,6659 hectares, and the Remaining Extent of Portion D of the said farm Zwartkop, measuring as such 6,1694 hectares, as will more fully appear from Notarial Deed No 313/1964-S, registered on the 6th March, 1964.

- d. LYTTELTON TOWNSHIP (PROPRIETARY) LIMITED also reserves to itself and its successors in title the right to lay down pipe-lines over the said Portion 120, and to convey water by means thereof, but in exercising this right LYTTELTON TOWNSHIPS (PROPRIETARY) LIMITED shall not cause damage to any part of the golf course or to any sports grounds or to any improvements on the said Portion 120.
 - e. Entitled to the servitude the without the written consent of the SOUTH AFRICAN IRON AND STEEL INDUSTRIAL CORPORATION LIMITED or its successors in title, no residence to cost less than R3000,00 (Three Thousand Rand) inclusive of outbuildings, shall be erected on lots or erven situate upon the remaining extent of the said Portion "D" of the said farm (described in paragraph (c) above), along the boundaries marked ZY, YX, XW, TS, SR, and RQ on the said diagram SG No A6924/38, and that such lots of erven shall have frontages on the said Boundaries measuring not less than 31,49 metres, which servitude has been varied as will more fully appear from Notarial Deed No 1401/1940S.
- C. The former Remaining Extent of the said Portion 120, measuring as such 86,4617 hectares, of which the property hereby transferred forms a portion, is:
- (a) Subject to a servitude of right of way in favour of Portion 220 (a portion of Portion 120) of the said farm ZWARTKOP held under Deed of Transfer T.4450/1952, and entitled to servitudes of right of way over the said Portion 220 (a portion of Portion 120) of the said farm Zwartkop as will more fully appear from the said Deed.
 - (b) Subject to ancillary rights applicable to the perpetual servitude to convey electricity in favour of the City Council of Pretoria as will more fully appear from Notarial Deed 488/1971-S.
 - (c) Subject to ancillary rights applicable to stormwater drainage servitude in favour of the Town Council of Verwoerdburg as will more fully appear from Notarial Deed 894/1939-S.
- E. Kragtens Notariële Akte van Serwituut K1858/1979S is reg aan die Stadsraad van Verwoerdburg verleen om elektrisiteit oor die Resterende Gedeelte van Gedeelte 120 van die plaas Zwartkop 365JR groot 80,4615 hektaar (waarvan die eiendom hiermee getranspoteer 'n gedeelte vorm) te vervoer tesame met bykomende regte en voorwaardes soos meer ten volle sal blyk uit gemelde Notariële Akte.
- F. The former Remaining Extent of Portion 120 of the farm Zwartkop 356JR, measuring 80,4615 hectares, is subject to ancillary rights applicable to a servitude to convey electricity in favour of the Town Council of Verwoerdburg as will more fully appear from Notarial Deed K4851/90S."

- 1.3.2 the following servitude which affects Erven 1225, 1226 and 1228 in the township only:

Condition G. in Deed of Transfer No T133505/2007

"G. Die eiendom hierkragtens oorgedra is onderhewig aan 'n riool-servituut 3 (drie) meter wyd ewewydig aan en langs die lyn BA aangedui op die aangehegte Kaart LG No A.1958/1995, ten gunste van die Suidelike Pretoria Metropolitaanse Substruktuur.";

- 1.3.3 the following servitude which affects Erven 1213 and 1221 up to and including 1225 in the township only:

"The former Portion 120 of the said farm Zwartkop 356 Registration Division JR (of which the property hereby transferred forms a portion) is subject to a servitude of pipe-line indicated by the line xy on the annexed diagram SG no A1958/1995 in favour of the Remaining Extent of Valhalla Township held under Deed of Transfer T.8309/1933, as will more fully appear from Notarial Deed 867/1939-S."

- 1.3.4 the following condition which shall not be passed on to the erven in the township:

Condition 2 on page 5 of Deed of Transfer No T133504/2007

"2. The developer is entitled to register any other conditions of or referred to in this document as a condition of title against the title deed of the relevant property if it is reasonably necessary for the protection of any right or interest of the Association."

1.4 PRECAUTIONARY MEASURES

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

1.4.1.1 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.

1.4.1.2 A DOLOMITE RISK MANAGEMENT PLAN, specific to the development. The legal transfer of the responsibility for the management of the Risk Management Plan, to a representative Body Corporate or similar as applicable must be included.

- 1.4.2 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.

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

1.4.3.1 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

1.4.3.2 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.

1.5 RECEIVING AND DISPOSAL OF STORMWATER

The township owner shall arrange the stormwater drainage of the township in such a way as to fit in with that of adjacent roads and he shall receive and dispose of the storm water running off or being diverted from the road.

The Service Report containing the stormwater design proposal must be submitted to the Municipality for approval at the time of the application, i.e. before Township Proclamation.

1.6 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.

1.7 DEMOLITION OF BUILDINGS AND STRUCTURES

When required by the City of Tshwane Metropolitan Municipality to do so, the developer shall at his own expense cause to be demolished to the satisfaction of the City of Tshwane Metropolitan Municipality all existing buildings and structures situated within building line reserves and side spaces or over common boundaries, or dilapidated structures.

1.8 REMOVAL OF LITTER

The developer shall at his own expense have all litter within the township area removed to the satisfaction of the City of Tshwane Metropolitan Municipality, when required to do so by the City of Tshwane Metropolitan Municipality.

1.9 REMOVAL AND/OR REPLACEMENT OF ESKOM POWER LINES

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.10 REMOVAL AND/OR REPLACEMENT OF TELKOM SERVICES

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

1.11 COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD

The township owner shall at his own expense comply with all the conditions imposed, by which the Gauteng Department of Agriculture and Rural Development including 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, for the development of this township.

1.12 NATIONAL HERITAGE RESOURCE ACT

The township owner shall at his own expense comply with the provisions of the National Heritage Resource Act, 25 of 1999.

1.13 LAND TO BE TRANSFERRED TO THE NON-PROFIT COMPANY (HOME OWNERS' ASSOCIATION)

Erf 1213 shall be transferred to the Non-Profit Company (Zwartkop Golf Estate Home Owners Association), within a period of 6 months after proclamation of the township or when the first erven in the township becomes transferable whichever the sooner, by and at the expense of the township owner.

A servitude for access and municipal services shall be registered over Erf 1213 in favour of all the erven in the township.

1.14 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 1.15.

1.15 THE DEVELOPER'S OBLIGATIONS

1.15.1 ASSOCIATION AND STATUTES

All the owners of erven and/or units in the township must become members of the Non-Profit Company (Zwartkop Golf Estate Home Owners Association). A copy of the registered Memorandum of Incorporation (MOI) and the Company's Statutes must be submitted to the City of Tshwane Metropolitan Municipality.

The Memorandum of Incorporation (MOI) must clearly state that the main objective of the homeowners' association is the maintenance of the internal engineering services of the development (i.e. water, sewerage, electricity, roads and storm water sewers). The developer is deemed to be a member of the Non-Profit Company (Zwartkop Golf Estate Home Owners Association), with all the rights and obligations of an ordinary member, until the last erf has been transferred.

1.15.2 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 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.

1.15.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan Municipality must be provided with a certificate by a Professional Engineer for water, sewerage, electricity, and the internal road and storm water sewers, in which it is certified that the internal engineering services have been completed and that the engineers accept liability for the services. The City of Tshwane Metropolitan Municipality may at its own discretion allow an exception in respect of the internal road and storm water sewers. If this is the case, the developer must give the City of Tshwane Metropolitan Municipality an undertaking that the developer will complete this service on or before a certain date and must provide the City of Tshwane Metropolitan Municipality with a guarantee issued by a recognized financial institution.

No building plans will be approved before the services are completed and (if applicable) taken over by the divisions of the Public Works and Infrastructure Development Department.

1.15.4 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:

- (a) furnish the Non-Profit Company with a maintenance guarantee, issued by a recognised financial institution, in respect of poor workmanship and/or materials with regard to the roads and stormwater services, water and sewer 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, and proof of this must be submitted to the Municipality.

2. CONDITIONS OF TITLE

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

2.1.1 ALL ERVEN WITH THE EXCEPTION OF ERVEN 1213 AND 1228

2.1.1.1 The erf shall be 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, 2m wide, over the entrance portion of the erf, if and when required by the Municipality: Provided that the Municipality may waive any such servitude.

2.1.1.2 No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m from thereof.

2.1.1.3 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.

2.1.2 ERF 1213

2.1.2.1 The erf is subject to a servitude of right-of-way and the use of engineering services in favour of Erven 1214 to 1228 as indicated on the General Plan.

2.1.2.2 No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2 metre there from.

2.1.3 ERVEN 1214 TO 1228

The erf is entitled to a servitude of right-of-way and use of engineering services over Erf 1213.

2.1.4 ERF 1228

The erf is subject to a servitude (3m wide) for right-of-way and the use of engineering services in favour of Erven 1214 to 1227, as indicated on the General Plan.

2.1.5 ERVEN 1214 TO 1227

The erf is entitled to a servitude 3 metres wide for a right-of-way and use of engineering services over Erf 1228.

2.1.6 ERF 1216

The erf is subject to a servitude (2m wide) for electrical engineering services in favour of the City of Tshwane Metropolitan Municipality, as indicated on the General Plan.

2.1.7 ERF 1214

No residential structures and wet services may be placed on the area defined as AbcdefgA on the scheme map, except with the written permission of the Municipality and the Council for Geoscience first being obtained.

2.1.8 ERF 1216

No residential structures and wet services may be placed in the area defined as hBjkmh on the scheme map, except with the written permission of the Municipality and the Council for Geoscience first being obtained.

2.2 CONDITIONS IN FAVOUR OF THE NON-PROFIT COMPANY

The following servitudes/conditions in favour of the Non Profit Company (Zwartkop Golf Estate Home Owners Association) must notarially be executed and registered in the Office of the Registrar of Deeds before or simultaneously with the transfer of an erf in the township, as well as the praedial servitudes over erven in Clubview Extension 92:

2.2.1 ALL ERVEN WITH THE EXCEPTION OF ERVEN 1213 AND 1228

2.2.1.1 The erf shall be subject to a servitude, 3m wide, for private services(water, sewer, electricity and stormwater) (hereinafter referred to as "the services"), in favour of the Non-Profit Company (Zwartkop Golf Estate Home Owners Association), along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, over the entrance portion of the erf, if and when required by the Non-Profit Company (Zwartkop Golf Estate Home Owners Association): Provided that the Non Profit Company (Zwartkop Golf Estate Home Owners Association) may waive any such servitude.

2.2.1.2 No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m from thereof.

2.2.1.3 The Non-Profit Company (Zwartkop Golf Estate Home Owners Association) 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 Non-Profit Company (Zwartkop Golf Estate Home Owners Association) shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Non Profit Company (Zwartkop Golf Estate Home Owners Association) shall make good any damage caused during the laying, maintenance or removal of such services and other works.

2.2.2 ERF 1216

The erf is subject to a servitude (3m wide) for engineering services (water) in favour of the Non Profit Company, as indicated on the General Plan.

2.2.3 SERVITUDES OVER ERVEN IN ADJOINING TOWNSHIP

2.2.3.1 ERVEN 1213 TO 1228

The erven are entitled to a 3m wide right-of-way and services servitude over the north-eastern boundary of Erf 1153, Clubview Extension 92.

2.2.3.2 ERVEN 1213 TO 1228

The erven are entitled to a 5m wide right-of-way and services servitude over the south-western boundaries of Erven 1154 and 1155, Clubview Extension 92.

2.2.3.3 ERVEN 1213 TO 1228

The erven are entitled to a right-of-way and services servitude over the total extent of Erf 1181, Clubview Extension 92.
