

**THE PROVINCE OF
GAUTENG**



**DIE PROVINSIE
GAUTENG**

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We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

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DEPARTMENT OF HEALTH

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LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 718

CITY OF TSHWANE

PERI-URBAN AMENDMENT SCHEME 57PU

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 Tjigervallei Extension 34, being an amendment of the Peri-Urban Town-planning Scheme, 1975.

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 Peri-Urban Amendment Scheme 57PU.

(13/2/Tjigervallei x34 (57PU)
__ April 2015

(Notice No 225/2015)

CHIEF LEGAL COUNSEL

PLAASLIKE BESTUURSKENNISGEWING 718

STAD TSHWANE

PERI-URBAN WYSIGINGSKEMA 57PU

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 Tjigervallei Uitbreiding 34, synde 'n wysiging van die Peri-Urban dorpsbeplanningskema, 1975, 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 Peri-Urban wysigingskema 57PU.

(13/2/Tjigervallei x34 (57PU))
__ April 2015

(Kennisgewing No 225/2015)

HOOFREGSADVISEUR

CITY OF TSHWANE

DECLARATION OF TIJGERVALLEI EXTENSION 34 AS APPROVED TOWNSHIP

In terms of Section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the Kungwini Local Council hereby declares the township of Tjigervallei Extension 34 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Tjigervallei x34 (57PU))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY TIJGER VALLEI 1 (PTY) LTD UNDER THE PROVISIONS OF CHAPTER IV OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 191 (A PORTION OF PORTION 32) OF THE FARM ZWARTKOPPIES 364JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Tjigervallei Extension 34.

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan No SG No 4935/2008

1.3 ENDOWMENT ERVEN

The township owner shall in terms of the provisions of Regulations 43 and 44 of the Town Planning and Townships Ordinance, 1986 (15 of 1986) provide parks as endowment in terms of Notarial Tie Agreement to be registered K..... for the provision of open spaces as more fully indicated in the said Agreement.

1.4 DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

1.4.1.1 Excluding the following servitudes in Deed of transfer T 137150/2001 which do not affect the township due to its locality:

1. BY VIRTUE of Notarial Deed of Servitude K8240/2008-S dated 27 August 2008, PORTION 165 (a portion of portion 32) of the farm ZWARTKOPPIES 364, Registration division J.R., Province of Gauteng; is subject to a perpetual servitude 7 (SEVEN) metres wide for access and the conveyance of services purposes in favour of the HAZELDEAN OFFICE PARK OWNER ASSOCIATION, as indicated by the figure ABCDEFGHJKLMNPQRSTUVWXYZA1B1C1D1E1F1G1H1J1K1L1M1N1P1Q1R1S1T1U1V1W1X1Y1Z1A2B2C2D2 in extent 2253 (TWO THOUSAND TWO HUNDRED AND FIFTY THREE) square metres on diagram S.G Nr 6899/2007 with ancillary rights, as will more fully appear from the said Notarial Deed.

1.4.1.2 Including the following conditions and servitudes which affect all erven in the township:

A. The property hereby transferred is –

1. Subject to the terms of an Order of the Water Court for the district of Pretoria, a copy of which is annexed to Deed of Transfer 7908/1925 dated 25th August, 1926, marked A.
2. Entitled to the following conditions –

- (i) The owner of the property hereby transferred and the owner of certain portion of Portion of the farm Zwartkoppies 164, Registration Division JR, district Pretoria, measuring 12,4311 hectares; held under Deed of Transfer T.6636/1954 dated the 20th march 1954; shall have the sole control of the water belonging to the South Western Portion of the farm Zwartkoppies no. 364, aforesaid, measuring 1401, 1207 hectares, and to the aforesaid portion of portion of the said farm, and they shall have the right to take the whole of the said water for any purpose during the winter months of each year i.e. May to September inclusive. During the remainder of each year they shall allow the full stream of water to which they are entitled under Order of the Water Court, to Pass to Portion A of the South western Portion of the said farm measuring 345,4508 hectares, from Saturday 6 p.m. to Monday 6 a.m. in each week, i.e. for a period of 36 hours per week. They shall, however, allow all surplus water during the year to pass down the furrow to the said Portion A of the South Western portion and shall not at any time return to the river. At no time shall the owner of the said Portion A of the South Western Portion to be permitted to interfere with the advisor dam and the said owner of the property hereby transferred and the owner of the aforesaid Portion of a portion of the said farm, undertake during the above mentioned 36 hour period that the valve remain open sufficiently to allow the full stream of water, as provided above, to pass. This shall not apply, however, when the river is in flood.

- (ii) The owner of the said Portion A of the South Western Portion is solely responsible for the repairing, cleaning and maintenance of the furrow from the divisor dam in the Pienaars River situate on the Remaining Extent of the said farm Zwartkoppies 364, JR aforesaid, and build to give effect to the order of the Water Court referred to in Condition 1 hereof, to the sluice gate and thence from the deviation of the said water furrow to the dam on the said Portion A of the South western Portion. The owner of the property hereby transferred is responsible for the repairing, cleaning and maintenance of the said furrow between the sluice gate and the deviation of the said furrow herein before referred to.
3. SUBJECT to the terms of the Water Court dated at Pretoria on the 27th June, 1949, as will more fully appear from notarial Deed of Servitude No. 620A/49-S.
 4. Subject to the terms of Notarial Deed 100/1954S, whereby the property together with certain Portion of Portion of the farm Zwartkoppies 364, Registration Division JR is entitled to cession of all rights to water as well as ancillary rights thereto in respect of Portion A of the South Western Portion, as will more fully appear from reference to the said Notarial Deed.
- B. The south Western Portion of the farm Zwartkoppies No 364, Registration Division JR (a portion whereof is hereby held) is subject to the following conditions:
1. The terms and conditions of Notarial Deed K355/1925-S dated the 14th July 1924, whereby MARY LYDIA STRUBEN, born Cole, a widow, as owner of the Remaining Extent of the farm "THE Willows" 340, Registration division J.R., measuring 2366,9234 hectares, was granted the sole and exclusive right to all water arising in the spring marked A, B, C, D, E, and F of the diagram annexed to the said Deed of Servitude, together with the right to conduct such water to the farm The Willows aforesaid, along the route of the existing pipeline also shown on the said diagram The said Mary Lydia Struben is further entitled by virtue of the said Deed of Servitude, to open up the said springs in order to increase the water supply, and to maintain and repair such pipe-line Further to construct a water furrow in the place of such pipe-line and to conduct the water to "The Willows": aforesaid by means thereof, along the route of the said pipe-line and that she shall be obliged to supply and erect fences or other means of protecting the said furrow and the water therein from the stock belonging to the owners of the said farm Zwartkoppies. The said Mary Lydia Struben shall further be obliged to keep proper fences around the said springs.
 2. The provisions of Notarial Deed K336/1925-S, whereby GRIFFITHS AND RORKE LIMITED, their successors in title or assigns, as owners of Portion "D" of the farm "The Willows" aforesaid, was granted:
 - (a) The right to conduct water to which the said portion of the farm The Willows may be entitled from the Pienaars River to the said portion "D" of The Willows by means of a water furrow over the said Portion of Zwartkoppies.

- (b) The right to construct a dam or weir in the Pienaars River at any point within a distance of 283 37 metres from the existing drift, known as Marks Drift, up the Pienaars River, upon the condition that the above mentioned water furrow and works on the Pienaars river shall in no way interfere with or encroach upon or construct the existing water furrow or works on the Pienaars River known as Swarts Dam.
- C. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 926,7711 hectares (a portion whereof is hereby held) is subject and entitled to the following:-
- (i) Entitled to a servitude of right of way 15,74 metres wide over the remainder of TWEEFFONTEIN 372 JR measuring 458,7720 hectares held under Deed of Transfer No 10975/1923.
- D. The Remaining Extent of the South Western Portion of the farm Zwartkoppies no 364 Registration Division JR measuring 473,3282 hectares (a portion whereof is hereby held) is subject to the following:
- (i) Subject to and entitled to a servitude of right of way, 15,74 metres wide in favour of and over portion 15 of the farm Zwartkoppies 364 JR measuring 1191,4147 hectares, as more fully described in Deed of Transfer No 20691/1956.
- E. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 451,9149 hectares (a portion whereof is hereby held) is:-
- Entitled to a servitude of right of way and the right to conduct and lay under underground pipelines for a proposed dam site situate on the South of Portion 17 (a portion of South Western Portion) of the farm Zwartkoppies No 364 JR district Pretoria, measuring 21,4133 hectares, held under Deed of Transfer No 38597/1965, along a route to be agreed upon, as will more gully appear from the said Deed of Transfer.
- F. The former Remaining Extent of the farm ZWARTKOPPIES NO 364, Registration Division JR, district Pretoria, Measuring as such 925,4358 hectares (of which the property hereby transferred forms a portion) is:-
- (a) Subject to a right of way servitude in favour of Portion 20, measuring 21,4133 hectares, held under Deed of Transfer 6488/1968, along a route to be agreed upon, as will more fully appear from the said Deed of Transfer.
- G. By virtue of Notarial Tie Agreement No. K..... dated 15 October 2014 and registered on date hereof, the Remaining Extent of Portion 32 (a portion of portion 19) of the farm Zwartkoppies 364, Registration Division JR, Province of Gauteng; Measuring: 2,2399 Hectares; (a portion whereof is hereby held) has been tied together with
1. ERF 685 TIJGER VALLEI TOWNSHIP;
 2. ERF 686 TIJGER VALLEI TOWNSHIP;
 3. ERF 687 TIJGER VALLEI TOWNSHIP;
 4. The common property of the scheme known as AVOCET CORNER – SS No 296/2009;
 5. The common property of the scheme known as HERON VIEW – SS No 297/2009; and
 6. The common property of the scheme known as SPOONBILL PLACE – SS No. 402/2012;

and regarded as one property to all intents and for the purposes of the provision and conveyance of ENGINEERING SERVICES. None of the properties, including any further subdivided portions of the Remaining Extent of Portion 32 (portion of portion 19) of the farm ZWARTKOPPIES 364, or any future erf or unit that may be established on the properties, shall be subdivided, sold or transferred without the written consent of the CITY OF TSHWANE METROPOLITAN MUNICIPALITY, and subject to such conditions as more fully set out in the aforementioned Notarial Tie Agreement.

1.5 DEMOLITION OF BUILDINGS AND STRUCTURES

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

1.6 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.

1.7 REMOVAL OF LITTER

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

1.8 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.

1.9 TOWNSHIP ACCESS TO A PUBLIC ROAD

Erven 790 and 791 to be known as Tijger Vallei Extension 34 are entitled to a right of way servitude over the following erven being Erven 682, 683, 684 and 687 Tijger Vallei Township and any road / access servitudes or erven or portions to be created in the proposed townships of Tijger Vallei Extension 35 and 36 to be established on the Remainder of Portion 32 of the farm Zwartkoppies 364 JR, as will more fully appear from the said Notarial Deed.

1.10 DUTIES OF NON-PROFIT COMPANY

1.10.1 The applicant has constituted a Property Owners Association to the satisfaction of the Council and shall be known as Hazeldean Office Park Owners Association Registration Number 2008/003671/08, which shall remain in place and be a condition for the sale of the first erf in the township (which Association shall not be de-registered without the consent of the Council)

1.10.2 Each and every owner of a Unit or Section established on Erven 790 and 791, and Erven 790 and 791 shall become a member of the Homeowners' Association upon transfer of the unit/section or erf.

1.10.3 The council shall not be liable for the malfunction of the surfacing of the access way and/or the storm water drainage system and/or any essential services, including any open spaces, with the exception of the sewerage system.

1.10.4 The Property Owners Association shall be responsible for the internal engineering service of the development to the satisfaction of the local authority, which services includes water, sewerage, electricity and the roads and the storm water sewers.

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE READ WITH SECTION 82 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE (15 OF 1986)

2.1 INSTALLATION OF INTERNAL AND EXTERNAL SERVICES

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

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

2.2 RESTRICTIONS ON THE ALIENATION OF LAND:

No transfer or registration transaction of any Erf, Portion or Unit shall be done without the consent of the local authority, which consent shall certify that all conditions of establishment, endowments have been paid, engineering contributions or any other obligations in terms of any agreement or imposed on the township owner including those contained under condition 2.3 herein have been complied with.

2.3 THE DEVELOPER'S OBLIGATIONS

2.3.1 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 has been approved.

The Developer must obtain a way-leave from the Municipality prior to commencement of construction work, if such work will be done on Municipal property.

2.3.2 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan 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.

2.3.3 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences on the date on which the council has certified that the provisions of Section 82 (1)(b)(ii)(cc) of the Town-Planning and Townships Ordinance 15 of 1986 has been complied with and 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:

2.3.3.1 the non-profit company 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.

2.3.3.2 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.

3. CONDITIONS OF TITLE

3.1 THE ERVEN MENTIONED HEREUNDER SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED IMPOSED IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, (ORDINANCE 15 OF 1986):

3.1.1 ALL ERVEN

3.1.1.1 The erf is subject to a servitude, 2m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, across the access portion of the erf, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.

3.1.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.

3.1.1.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

3.1.2 ERVEN SUBJECT TO SPECIAL CONDITIONS

In addition to the relevant conditions set out in paragraph 3.1.1.1, 3.1.1.2 and 3.1.1.3 above, the under mentioned erven shall be subject to the conditions as indicated

3.1.2.1 Erven subject to Special Conditions imposed by the City of Tshwane Local Authority

ERVEN 790 and 791 are subject to a 7 metre wide reciprocal servitude for access purposes and the conveyance of services in favour of the local authority, as indicated on the General Plan.

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

No erf in the township may be transferred unless the following requirements have been complied with and following conditions and servitudes are registered:

- 3.1.3.1 All erven will be subject to the following conditions in favour of the Section 21 Company to be registered against the title deed of the first transfer of the erven to any purchaser:

Each and every owner of an erf in the township shall on transfer automatically become a member of the HAZELDEAN OFFICE PARK OWNERS ASSOCIATION, Registration number: 2008/003761/08 NPC (hereinafter referred to as the "Association") and the township owner shall procure that each erf be made subject to the following conditions in favour of the Association:

Municipal services in respect of the Hazeldean Office Park Sectional Title schemes, of which the within mentioned unit forms a part, has been installed and provided by the Local Authority to the boundary of Tijger Vallei Township, from where all said services to the said sectional title schemes have been taken over, installed and maintained by the Developer of the Hazeldean Office Park Sectional schemes, TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title. All said municipal services to the within mentioned sectional title scheme, of which the within mentioned units forms a part, shall be installed and secured to the satisfaction of the Local Authority, prior to the transfer of the first unit in the within mentioned sectional title scheme from the developer, where after the owner, and its successor in title, by purchasing the property knows, acknowledges and understands that the Local Authority shall only be responsible for the services up to the boundary of Tijger Vallei Township and that all services from that point shall jointly and severally be and remain the responsibility of TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title"

- 3.1.3.2 ERVEN 790 and 791 are subject to a 7 metre wide servitude for access purposes and the conveyance of services in favour of the Association, as indicated on the General Plan.
- 3.1.3.3 ERVEN 790 and 791 are subject to a 7 metre wide servitude for access purposes and the conveyance of services in favour of Tijger Vallei Proper, and the Remainder of Portion 32 of the farm Zwartkoppies 364 JR or any proposed Erven, Uits or Sections in townships to be established on the Remainder of Portion 32 Zwartkoppies 364 JR, as indicated on the General Plan.

LOCAL AUTHORITY NOTICE 719

CITY OF TSHWANE

PERI-URBAN AMENDMENT SCHEME 58PU

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 Tjigervallei Extension 35, being an amendment of the Peri-Urban Town-planning Scheme, 1975.

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 Peri-Urban Amendment Scheme 58PU.

(13/2/Tjigervallei x35 (58PU)
__ April 2015

(Notice No 226/2015)

CHIEF LEGAL COUNSEL

PLAASLIKE BESTUURSKENNISGEWING 719

STAD TSHWANE

PERI-URBAN WYSIGINGSKEMA 58PU

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 Tjigervallei Uitbreiding 35, synde 'n wysiging van die Peri-Urban dorpsbeplanningskema, 1975, 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 Peri-Urban wysigingskema 58PU.

(13/2/Tjigervallei x35 (58PU))
__ April 2015

(Kennisgewing No 226/2015)

HOOFREGSADVISEUR

CITY OF TSHWANE

DECLARATION OF TIJGERVALLEI EXTENSION 35 AS APPROVED TOWNSHIP

In terms of Section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the Kungwini Local Council hereby declares the township of Tjigervallei Extension 35 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Tjigervallei x35 (58PU))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY TIJGER VALLEI 1 (PTY) LTD UNDER THE PROVISIONS OF CHAPTER IV OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 192 (A PORTION OF PORTION 32) OF THE FARM ZWARTKOPPIES 364JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Tjigervallei Extension 35.

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan No SG No 4936/2008

1.3 ENDOWMENT ERVEN

The township owner shall in terms of the provisions of Regulations 43 and 44 of the Town Planning and Townships Ordinance, 1986 (15 of 1986) provide parks as endowment in terms of Notarial Tie Agreement to be registered K..... for the provision of open spaces as more fully indicated in the said Agreement.

1.4 DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

1.4.1.1 Excluding the following servitudes in Deed of transfer T 137150/2001 which do not affect the township due to its locality:

1. BY VIRTUE of Notarial Deed of Servitude K8240/2008-S dated 27 August 2008, PORTION 165 (a portion of portion 32) of the farm ZWARTKOPPIES 364, Registration division J.R., Province of Gauteng; is subject to a perpetual servitude 7 (SEVEN) metres wide for access and the conveyance of services purposes in favour of the HAZELDEAN OFFICE PARK OWNER ASSOCIATION, as indicated by the figure ABCDEFGHJKLMNPQRSTUVWXYZA1B1C1D1E1F1G1H1 J1K1L1M1N1P1Q1R1S1T1U1V1W1X1Y1Z1A2B2C2D2 in extent 2253 (TWO THOUSAND TWO HUNDRED AND FIFTY THREE) square metres on diagram S.G Nr 6899/2007 with ancillary rights, as will more fully appear from the said Notarial Deed.

1.4.1.2 Including the following conditions and servitudes which affect all erven in the township:

A. The property hereby transferred is –

1. Subject to the terms of an Order of the Water Court for the district of Pretoria, a copy of which is annexed to Deed of Transfer 7908/1925 dated 25th August, 1926, marked A.

2. Entitled to the following conditions –

- (i) The owner of the property hereby transferred and the owner of certain portion of Portion of the farm Zwartkoppies 164, Registration Division JR, district Pretoria, measuring 12,4311 hectares; held under Deed of Transfer T.6636/1954 dated the 20th march 1954; shall have the sole control of the water belonging to the South Western Portion of the farm Zwartkoppies no. 364, aforesaid, measuring 1401, 1207 hectares, and to the aforesaid portion of portion of the said farm, and they shall have the right to take the whole of the said water for any purpose during the winter months of each year i.e. May to September inclusive. During the remainder of each year they shall allow the full stream of water to which they are entitled under Order of the Water Court, to Pass to Portion A of the South western Portion of the said farm measuring 345,4508 hectares, from Saturday 6 p.m. to Monday 6 a.m. in each week, i.e. for a period of 36 hours per week. They shall, however, allow all surplus water during the year to pass down the furrow to the said Portion A of the South Western portion and shall not at any time return to the river. At no time shall the owner of the said Portion A of the South Western Portion to be permitted to interfere with the advisor dam and the said owner of the property hereby transferred and the owner of the aforesaid Portion of a portion of the said farm, undertake during the above mentioned 36 hour period that the valve remain open sufficiently to allow the full stream of water, as provided above, to pass. This shall not apply, however, when the river is in flood.

- (ii) The owner of the said Portion A of the South Western Portion is solely responsible for the repairing, cleaning and maintenance of the furrow from the divisor dam in the Pienaars River situate on the Remaining Extent of the said farm Zwartkoppies 364, JR aforesaid, and build to give effect to the order of the Water Court referred to in Condition 1 hereof, to the sluice gate and thence from the deviation of the said water furrow to the dam on the said Portion A of the South western Portion. The owner of the property hereby transferred is responsible for the repairing, cleaning and maintenance of the said furrow between the sluice gate and the deviation of the said furrow herein before referred to.
 - 3. SUBJECT to the terms of the Water Court dated at Pretoria on the 27th June, 1949, as will more fully appear from notarial Deed of Servitude No 620A/49-S.
 - 4. Subject to the terms of Notarial Deed 100/1954S, whereby the property together with certain Portion of Portion of the farm Zwartkoppies 364, Registration Division JR is entitled to cession of all rights to water as well as ancillary rights thereto in respect of Portion A of the South Western Portion, as will more fully appear from reference to the said Notarial Deed.
- B. The south Western Portion of the farm Zwartkoppies No 364, Registration Division JR (a portion whereof is hereby held) is subject to the following conditions:
- 1. The terms and conditions of Notarial Deed K355/1925-S dated the 14th July 1924, whereby MARY LYDIA STRUBEN, born Cole, a widow, as owner of the Remaining Extent of the farm "THE Willows" 340, Registration division JR, measuring 2366,9234 hectares, was granted the sole and exclusive right to all water arising in the spring marked A, B, C, D, E, and F of the diagram annexed to the said Deed of Servitude, together with the right to conduct such water to the farm The Willows aforesaid, along the route of the existing pipeline also shown on the said diagram. The said Mary Lydia Struben is further entitled by virtue of the said Deed of Servitude, to open up the said springs in order to increase the water supply, and to maintain and repair such pipe-line. Further to construct a water furrow in the place of such pipe-line and to conduct the water to "The Willows": aforesaid by means thereof, along the route of the said pipe-line and that she shall be obliged to supply and erect fences or other means of protecting the said furrow and the water therein from the stock belonging to the owners of the said farm Zwartkoppies. The said Mary Lydia Struben shall further be obliged to keep proper fences around the said springs.
 - 2. The provisions of Notarial Deed K336/1925-S, whereby GRIFFITHS AND RORKE LIMITED, their successors in title or assigns, as owners of Portion "D" of the farm "The Willows" aforesaid, was granted:
 - (a) The right to conduct water to which the said portion of the farm The Willows may be entitled from the Pienaars River to the said portion "D" of The Willows by means of a water furrow over the said Portion of Zwartkoppies.

- (b) The right to construct a dam or weir in the Pienaars River at any point within a distance of 283 37 metres from the existing drift, known as Marks Drift, up the Pienaars River, upon the condition that the above mentioned water furrow and works on the Pienaars river shall in no way interfere with or encroach upon or construct the existing water furrow or works on the Pienaars River known as Swarts Dam.
- C. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 926,7711 hectares (a portion whereof is hereby held) is subject and entitled to the following:-
- (i) Entitled to a servitude of right of way 15,74 metres wide over the remainder of TWEEFONTEIN 372 JR measuring 458,7720 hectares held under Deed of Transfer No 10975/1923.
- D. The Remaining Extent of the South Western Portion of the farm Zwartkoppies no 364 Registration Division JR measuring 473,3282 hectares (a portion whereof is hereby held) is subject to the following:
- (i) Subject to and entitled to a servitude of right of way, 15,74 metres wide in favour of and over portion 15 of the farm Zwartkoppies 364 JR measuring 1191,4147 hectares, as more fully described in Deed of Transfer No 20691/1956.
- E. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 451,9149 hectares (a portion whereof is hereby held) is:-
- Entitled to a servitude of right of way and the right to conduct and lay under underground pipelines for a proposed dam site situate on the South of Portion 17 (a portion of South Western Portion) of the farm Zwartkoppies No 364 JR district Pretoria, measuring 21,4133 hectares, held under Deed of Transfer No 38597/1965, along a route to be agreed upon, as will more fully appear from the said Deed of Transfer.
- F. The former Remaining Extent of the farm ZWARTKOPPIES NO 364, Registration Division JR, district Pretoria, Measuring as such 925,4358 hectares (of which the property hereby transferred forms a portion) is:-
- (a) Subject to a right of way servitude in favour of Portion 20, measuring 21,4133 hectares, held under Deed of Transfer 6488/1968, along a route to be agreed upon, as will more fully appear from the said Deed of Transfer.
- G. By virtue of Notarial Tie Agreement No K..... dated 15 October 2014 and registered on date hereof, the Remaining Extent of Portion 32 (a portion of portion 19) of the farm Zwartkoppies 364, Registration Division JR, Province of Gauteng; measuring: 2,2399 hectares; (a portion whereof is hereby held) has been tied together with
1. ERF 685 TIJGER VALLEI TOWNSHIP;
 2. ERF 686 TIJGER VALLEI TOWNSHIP;
 3. ERF 687 TIJGER VALLEI TOWNSHIP;
 4. The common property of the scheme known as AVOCET CORNER – SS No 296/2009;
 5. The common property of the scheme known as HERON VIEW – SS No 297/2009; and
 6. The common property of the scheme known as SPOONBILL PLACE – SS No 402/2012;

and regarded as one property to all intents and for the purposes of the provision and conveyance of ENGINEERING SERVICES. None of the properties, including any further subdivided portions of the Remaining Extent of Portion 32 (portion of portion 19) of the farm ZWARTKOPPIES 364, or any future erf or unit that may be established on the properties, shall be subdivided, sold or transferred without the written consent of the CITY OF TSHWANE METROPOLITAN MUNICIPALITY, and subject to such conditions as more fully set out in the aforementioned Notarial Tie Agreement.

1.5 DEMOLITION OF BUILDINGS AND STRUCTURES

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

1.6 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.

1.7 REMOVAL OF LITTER

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

1.8 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.

1.9 TOWNSHIP ACCESS TO A PUBLIC ROAD

Erven 792 and 793 to be known as Tijger Vallei Extension 35 are entitled to a servitude of right of way over the following erven being Erven 682 683, 684, 687, 790, 791 and 796 Tijger Vallei Township and any road/access servitudes or erven or portions to be created in the proposed townships of Tijger Vallei Extension 34 and 36 to be established on the Remainder of Portion 32 of the farm Zwartkoppies 364 JR, as will more fully appear from the said Notarial Deed.

1.10 DUTIES OF NON-PROFIT COMPANY

1.10.1 The applicant has constituted a Residents Association to the satisfaction of the Council and shall be known as Hazeldean Office Park Owners Association Registration Number 2008/003671/08, which shall remain in place and be a condition for the sale of the first erf (which Association shall not be de-registered without the consent of the Council)

1.10.2 Each and every owner of a Unit or Section established on Erven 792 and 793 shall become a member of the Homeowners' Association upon transfer of the unit/section or erf.

1.10.3 The council shall not be liable for the malfunction of the surfacing of the access way and/or the storm water drainage system and/or any essential services with the exception of the sewerage system.

1.10.4 The Homeowners Association shall be responsible for the internal engineering service of the development to the satisfaction of the local authority, which services includes water, sewerage, electricity and the roads and the storm water sewers.

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE READ WITH SECTION 82 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE (15 OF 1986)

2.1 INSTALLATION OF INTERNAL AND EXTERNAL SERVICES

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

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

2.2 RESTRICTIONS ON THE ALIENATION OF LAND:

No transfer or registration transaction of any Erf, Portion or Unit shall be done without the consent of the local authority, which consent shall certify that all conditions of establishment, endowments have been paid, engineering contributions or any other obligations in terms of any agreement or imposed on the township owner including those contained under condition 2.3 herein have been complied with.

2.3 THE DEVELOPER'S OBLIGATIONS

2.3.1 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 has been approved.

The Developer must obtain a way-leave from the Municipality prior to commencement of construction work, if such work will be done on Municipal property.

2.3.2 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan 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.

2.3.3 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences on the date on which the council has certified that the provisions of Section 82 (1)(b)(ii)(cc) of the Town-Planning and Townships Ordinance 15 of 1986 has been complied with and 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:

2.3.3.1 the non-profit company 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,.

2.3.3.2 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.

3. CONDITIONS OF TITLE

3.1 The erven mentioned hereunder shall be subject to the conditions as indicated imposed In Terms of the Provisions of the Town Planning and Townships Ordinance, (Ordinance 15 of 1986)

3.1.1 ALL ERVEN

3.1.1.1 The erf is subject to a servitude, 2m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, across the access portion of the erf, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.

3.1.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.

3.1.1.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

3.1.2 ERVEN SUBJECT TO SPECIAL CONDITIONS

In addition to the relevant conditions set out in paragraph 3.1.1.1, 3.1.1.2 and 3.1.1.3 above, the under mentioned erven shall be subject to the conditions as indicated.

3.1.2.1 Erven subject to Special Conditions imposed by the City of Tshwane Local Authority

ERVEN 792 and 793 are subject to a 7 metre wide reciprocal servitude for access purposes and the conveyance of services in favor of the local authority, as indicated on the General Plan.

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

No erf in the township may be transferred unless the following requirements have been complied with and following conditions and servitudes are registered:

3.1.3.1 All erven will be subject to the following conditions in favor of the Section 21 Company to be registered against the title deed of the first transfer of the erven to any purchaser:

Each and every owner of an erf in the township shall on transfer automatically become a member of the HAZELDEAN OFFICE PARK OWNERS ASSOCIATION, Registration Number: 2008/003761/08 NPC (hereinafter referred to as the "Association") and the township owner shall procure that each erf be made subject to the following conditions in favor of the Association:

Municipal services in respect of the Hazeldean Office Park Sectional Title schemes, of which the within mentioned unit forms a part, has been installed and provided by the Local Authority to the boundary of Tijger Vallei Township, from where all said services to the said sectional title schemes have been taken over, installed and maintained by the Developer of the Hazeldean Office Park Sectional schemes, TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title.

All said municipal services to the within mentioned sectional title scheme, of which the within mentioned unit forms a part, shall be installed and secured to the satisfaction of the Local Authority, prior to the transfer of the first unit in the within mentioned sectional title scheme from the developer, where after the owner, and its successor in title, by purchasing the property knows, acknowledges and understands that the Local Authority shall only be responsible for the services up to the boundary of Tijger Vallei Township and that all services from that point shall jointly and severally be and remain the responsibility of TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title"

- 3.1.3.2 ERVEN 792 and 793 are subject to a 7 metre wide servitude for access purposes and the conveyance of services in favour of the Association, as indicated on the General Plan.
- 3.1.3.3 ERVEN 792 and 793 are subject to a 7 metre wide servitude for access purposes and the conveyance of services in favour of Tijger Vallei Proper, and the Remainder of Portion 32 of the farm Zwartkoppies 364 JR or any proposed Erven, Uits or Sections in townships to be established on the Remainder of Portion 32 Zwartkoppies 364 JR, as indicated on the General Plan.

LOCAL AUTHORITY NOTICE 720

CITY OF TSHWANE

PERI-URBAN AMENDMENT SCHEME 59PU

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 Tjigervallei Extension 36, being an amendment of the Peri-Urban Town-planning Scheme, 1975.

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 Peri-Urban Amendment Scheme 59PU.

(13/2/Tjigervallei x36 (59PU)
__ April 2015

(Notice No 227/2015)

CHIEF LEGAL COUNSEL

PLAASLIKE BESTUURSKENNISGEWING 720

STAD TSHWANE

PERI-URBAN WYSIGINGSKEMA 59PU

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 Tjigervallei Uitbreiding 36, synde 'n wysiging van die Peri-Urban dorpsbeplanningskema, 1975, 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 Peri-Urban wysigingskema 59PU.

(13/2/Tjigervallei x36 (59PU))
__ April 2015

(Kennisgewing No 227/2015)

HOOFREGSADVISEUR

CITY OF TSHWANE

DECLARATION OF TIJGERVALLEI EXTENSION 36 AS APPROVED TOWNSHIP

In terms of Section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the Kungwini Local Council hereby declares the township of Tjigervallei Extension 36 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Tjigervallei x36 (59PU))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY TIJGER VALLEI 1 (PTY) LTD UNDER THE PROVISIONS OF CHAPTER IV OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 193 (A PORTION OF PORTION 32) OF THE FARM ZWARTKOPPIES 364JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Tjigervallei Extension 36.

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan No SG No 4937/2008.

1.3 ENDOWMENT ERVEN

The township owner shall in terms of the provisions of Regulations 43 and 44 of the Town Planning and Townships Ordinance, 1986 (15 of 1986) provide parks as endowment in terms of Notarial Tie Agreement to be registered K..... for the provision of open spaces as more fully indicated in the said Agreement.

1.4 DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

1.4.1.1 Excluding the following servitudes in Deed of transfer T 137150/2001 which do not affect the township due to its locality:

1. BY VIRTUE of Notarial Deed of Servitude K8240/2008-S dated 27 August 2008, PORTION 165 (a portion of portion 32) of the farm ZWARTKOPPIES 364, Registration division J.R., Province of Gauteng; is subject to a perpetual servitude 7 (SEVEN) metres wide for access and the conveyance of services purposes in favour of the HAZELDEAN OFFICE PARK OWNER ASSOCIATION, as indicated by the figure ABCDEFGHJKLMNOPQRSTUVWXYZA1B1C1D1E1F1G1H1J1K1L1M1N1P1Q1R1S1T1U1V1W1X1Y1Z1A2B2C2D2 in extent 2253 (TWO THOUSAND TWO HUNDRED AND FIFTY THREE) square metres on diagram S.G Nr 6899/2007 with ancillary rights, as will more fully appear from the said Notarial Deed.

1.4.1.2 Including the following conditions and servitudes which affect all erven in the township:

A. The property hereby transferred is –

1. Subject to the terms of an Order of the Water Court for the district of Pretoria, a copy of which is annexed to Deed of Transfer 7908/1925 dated 25th August, 1926, marked A.

2. Entitled to the following conditions –

- (i) The owner of the property hereby transferred and the owner of certain portion of Portion of the farm Zwartkoppies 164, Registration Division JR, district Pretoria, measuring 12,4311 hectares; held under Deed of Transfer T.6636/1954 dated the 20th march 1954; shall have the sole control of the water belonging to the South Western Portion of the farm Zwartkoppies no. 364, aforesaid, measuring 1401, 1207 hectares, and to the aforesaid portion of portion of the said farm, and they shall have the right to take the whole of the said water for any purpose during the winter months of each year i.e. May to September inclusive. During the remainder of each year they shall allow the full stream of water to which they are entitled under Order of the Water Court, to Pass to Portion A of the South western Portion of the said farm measuring 345,4508 hectares, from Saturday 6 p.m. to Monday 6 a.m. in each week, i.e. for a period of 36 hours per week. They shall, however, allow all surplus water during the year to pass down the furrow to the said Portion A of the South Western portion and shall not at any time return to the river. At no time shall the owner of the said Portion A of the South Western Portion to be permitted to interfere with the advisor dam and the said owner of the property hereby transferred and the owner of the aforesaid Portion of a portion of the said farm, undertake during the above mentioned 36 hour period that the valve remain open sufficiently to allow the full stream of water, as provided above, to pass. This shall not apply, however, when the river is in flood.

- (ii) The owner of the said Portion A of the South Western Portion is solely responsible for the repairing, cleaning and maintenance of the furrow from the divisor dam in the Pienaars River situate on the Remaining Extent of the said farm Zwartkoppies 364, JR aforesaid, and build to give effect to the order of the Water Court referred to in Condition 1 hereof, to the sluice gate and thence from the deviation of the said water furrow to the dam on the said Portion A of the South western Portion. The owner of the property hereby transferred is responsible for the repairing, cleaning and maintenance of the said furrow between the sluice gate and the deviation of the said furrow herein before referred to.
3. SUBJECT to the terms of the Water Court dated at Pretoria on the 27th June, 1949, as will more fully appear from notarial Deed of Servitude No 620A/49-S.
4. Subject to the terms of Notarial Deed 100/1954S, whereby the property together with certain Portion of the farm Zwartkoppies 364, Registration Division JR is entitled to cession of all rights to water as well as ancillary rights thereto in respect of Portion A of the South Western Portion, as will more fully appear from reference to the said Notarial Deed.
- B. The south Western Portion of the farm Zwartkoppies No 364, Registration Division JR (a portion whereof is hereby held) is subject to the following conditions:
1. The terms and conditions of Notarial Deed K355/1925-S dated the 14th July 1924, whereby MARY LYDIA STRUBEN, born Cole, a widow, as owner of the Remaining Extent of the farm "THE Willows" 340, Registration division JR, measuring 2366,9234 hectares, was granted the sole and exclusive right to all water arising in the spring marked A, B, C, D, E, and F of the diagram annexed to the said Deed of Servitude, together with the right to conduct such water to the farm The Willows aforesaid, along the route of the existing pipeline also shown on the said diagram. The said Mary Lydia Struben is further entitled by virtue of the said Deed of Servitude, to open up the said springs in order to increase the water supply, and to maintain and repair such pipe-line. Further to construct a water furrow in the place of such pipe-line and to conduct the water to "The Willows": aforesaid by means thereof, along the route of the said pipe-line and that she shall be obliged to supply and erect fences or other means of protecting the said furrow and the water therein from the stock belonging to the owners of the said farm Zwartkoppies. The said Mary Lydia Struben shall further be obliged to keep proper fences around the said springs.
2. The provisions of Notarial Deed K336/1925-S, whereby GRIFFITHS AND RORKE LIMITED, their successors in title or assigns, as owners of Portion "D" of the farm "The Willows" aforesaid, was granted:
- (a) The right to conduct water to which the said portion of the farm The Willows may be entitled from the Pienaars River to the said portion "D" of The Willows by means of a water furrow over the said Portion of Zwartkoppies.

- (b) The right to construct a dam or weir in the Pienaars River at any point within a distance of 283 37 metres from the existing drift, known as Marks Drift, up the Pienaars River, upon the condition that the above mentioned water furrow and works on the Pienaars river shall in no way interfere with or encroach upon or construct the existing water furrow or works on the Pienaars River known as Swarts Dam.
- C. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 926,7711 hectares (a portion whereof is hereby held) is subject and entitled to the following:-
- (i) Entitled to a servitude of right of way 15,74 metres wide over the remainder of TWEEFONTEIN 372 JR measuring 458,7720 hectares held under Deed of Transfer No 10975/1923.
- D. The Remaining Extent of the South Western Portion of the farm Zwartkoppies no 364 Registration Division JR measuring 473,3282 hectares (a portion whereof is hereby held) is subject to the following:
- (i) Subject to and entitled to a servitude of right of way, 15,74 metres wide in favour of and over portion 15 of the farm Zwartkoppies 364 JR measuring 1191,4147 hectares, as more fully described in Deed of Transfer No 20691/1956.
- E. The Remaining Extent of the South Western Portion of the farm ZWARTKOPPIES NO 364, Registration Division JR, district of Pretoria; measuring 451,9149 hectares (a portion whereof is hereby held) is:-
- Entitled to a servitude of right of way and the right to conduct and lay under underground pipelines for a proposed dam site situate on the South of Portion 17 (a portion of South Western Portion) of the farm Zwartkoppies No 364 JR district Pretoria, measuring 21,4133 hectares, held under Deed of Transfer No 38597/1965, along a route to be agreed upon, as will more fully appear from the said Deed of Transfer.
- F. The former Remaining Extent of the farm ZWARTKOPPIES NO 364, Registration Division JR, district Pretoria, Measuring as such 925,4358 hectares (of which the property hereby transferred forms a portion) is:-
- (a) Subject to a right of way servitude in favour of Portion 20, measuring 21,4133 hectares, held under Deed of Transfer 6488/1968, along a route to be agreed upon, as will more fully appear from the said Deed of Transfer.
- G. By virtue of Notarial Tie Agreement No. K..... dated 15 October 2014 and registered on date hereof, the Remaining Extent of Portion 32 (a portion of portion 19) of the farm Zwartkoppies 364, Registration Division JR, Province of Gauteng; Measuring: 2,2399 Hectares; (a portion whereof is hereby held) has been tied together with
1. ERF 685 TIJGER VALLEI TOWNSHIP;
 2. ERF 686 TIJGER VALLEI TOWNSHIP;
 3. ERF 687 TIJGER VALLEI TOWNSHIP;
 4. The common property of the scheme known as AVOCET CORNER – SS No 296/2009;
 5. The common property of the scheme known as HERON VIEW – SS No 297/2009; and
 6. The common property of the scheme known as SPOONBILL PLACE – SS No. 402/2012;

and regarded as one property to all intents and for the purposes of the provision and conveyance of ENGINEERING SERVICES. None of the properties, including any further subdivided portions of the Remaining Extent of Portion 32 (portion of portion 19) of the farm ZWARTKOPPIES 364, or any future erf or unit that may be established on the properties, shall be subdivided, sold or transferred without the written consent of the CITY OF TSHWANE METROPOLITAN MUNICIPALITY, and subject to such conditions as more fully set out in the aforementioned Notarial Tie Agreement.

1.5 DEMOLITION OF BUILDINGS AND STRUCTURES

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

1.6 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.

1.7 REMOVAL OF LITTER

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

1.8 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.

1.9 TOWNSHIP ACCESS TO A PUBLIC ROAD

Erven 794, 795 and 796 to be known as Tijger Vallei Extension 36 are entitled to a right of way servitude over the following erven being Erven 683, 684 and 687 Tijger Vallei Township and any road/access servitudes or erven or portions to be established on the remainder of Portion 32 of the farm Zwartkoppies 364 JR, as will more fully appear from the said Notarial Deed.

1.10 DUTIES OF NON-PROFIT COMPANY

1.10.1 The applicant has constituted a Property Owners Association to the satisfaction of the Council and shall be known as Hazeldean Office Park Owners Association Registration Number 2008/003671/08, which shall remain in place and be a condition for the sale of the first erf in the township (which Association shall not be de-registered without the consent of the Council).

1.10.2 Each and every owner of a Unit or Section established on Erven 794, 795 and 796 shall become a member of the Homeowners' Association upon transfer of the unit/section or erf.

1.10.3 The council shall not be liable for the malfunction of the surfacing of the access way and/or the storm water drainage system and/or any essential services, including any open spaces, with the exception of the sewerage system.

1.10.4 The Property Owners Association shall be responsible for the internal engineering service of the development to the satisfaction of the local authority, which services includes water, sewerage, electricity and the roads and the storm water sewers.

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE READ WITH SECTION 82 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE (15 OF 1986)

2.1 INSTALLATION OF INTERNAL AND EXTERNAL SERVICES

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

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

2.2 RESTRICTIONS ON THE ALIENATION OF LAND:

No transfer or registration transaction of any Erf, Portion or Unit shall be done without the consent of the local authority, which consent shall certify that all conditions of establishment, endowments have been paid, engineering contributions or any other obligations in terms of any agreement or imposed on the township owner including those contained under condition 2.3 herein have been complied with.

2.3 THE DEVELOPER'S OBLIGATIONS

2.3.1 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 has been approved.

The Developer must obtain a way-leave from the Municipality prior to commencement of construction work, if such work will be done on Municipal property.

2.3.2 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan 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.

2.3.3 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences on the date on which the council has certified that the provisions of Section 82 (1)(b)(ii)(cc) of the Town-Planning and Townships Ordinance 15 of 1986 has been complied with and 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:

2.3.3.1 the non-profit company 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,.

2.3.3.2 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.

3. CONDITIONS OF TITLE

3.1 The erven mentioned hereunder shall be subject to the conditions as indicated imposed In Terms of the Provisions of the Town Planning and Townships Ordinance, (Ordinance 15 of 1986):

3.1.1 ALL ERVEN

3.1.1.1 The erf is subject to a servitude, 2m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, across the access portion of the erf, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.

3.1.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.

3.1.1.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

3.1.2 ERVEN SUBJECT TO SPECIAL CONDITIONS

In addition to the relevant conditions set out in paragraph 3.1.1.1, 3.1.1.2 and 3.1.1.3 above, the under mentioned erven shall be subject to the conditions as indicated.

3.1.2.1 Erven subject to Special Conditions imposed by the City of Tshwane Local Authority

ERVEN 795 and 796 are subject to a 7 metre wide reciprocal servitude for access purposes and the conveyance of services in favour of the local authority, as indicated on the General Plan.

3.1.3 Conditions Of Title In Favour Of Third Parties To Be Registered/Created On The First Registration Of The Erven Concerned:

No erf in the township may be transferred unless the following requirements have been complied with and following conditions and servitudes are registered:

3.1.3.1 All erven will be subject to the following conditions in favour of the Section 21 Company to be registered against the title deed of the first transfer of the erven to any purchaser:

Each and every owner of an erf in the township shall on transfer automatically become a member of the HAZELDEAN OFFICE PARK OWNERS ASSOCIATION, Registration Number: 2008/003761/08 NPC (hereinafter referred to as the "Association") and the township owner shall procure that each erf be made subject to the following conditions in favour of the Association:

Municipal services in respect of the Hazeldean Office Park Sectional Title schemes, of which the within mentioned unit forms a part, has been installed and provided by the Local Authority to the boundary of Tijger Vallei Township, from where all said services to the said sectional title schemes have been taken over, installed and maintained by the Developer of the Hazeldean Office Park Sectional schemes, TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title. All said municipal services to the within mentioned sectional title scheme, of which the within mentioned unit forms a part, shall be installed and secured to the satisfaction of the Local Authority, prior to the transfer of the first unit in the within mentioned sectional title scheme from the developer, where after the owner, and its successor in title, by purchasing the property knows, acknowledges and understands that the Local Authority shall only be responsible for the services up to the boundary of Tijger Vallei Township and that all services from that point shall jointly and severally be and remain the responsibility of TIJGER VALLEI 1 (PTY) LTD, or its successors in title, and by the ASSOCIATION, or its successors in title".

- 3.1.3.2 ERVEN 795 and 796 are subject to a 7 metre wide servitude for access purposes and the conveyance of services, in favour of the Association, as indicated on the General Plan.
 - 3.1.3.3 ERVEN 795 and 796 are subject to a 7 metre wide servitude for access purposes and the conveyance of services in favour of Tijger Vallei Proper, and the Remainder of Portion 32 of the farm Zwartkoppies 364 JR or any proposed Erven, Units or Sections in townships to be established on the Remainder of Portion 32 Zwartkoppies 364 JR, as indicated on the General Plan.
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IMPORTANT Reminder from Government Printing Works

Dear Valued Customers,

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