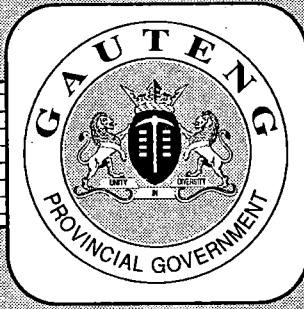


**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE  
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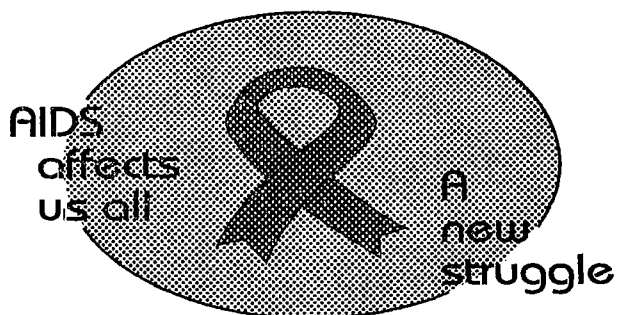
# **Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant**

**Vol. 12**

**PRETORIA, 14 JULY  
JULIE 2006**

**No. 256**

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**CONTENTS • INHOUD***No.**Page  
No.      Gazette  
         No.***LOCAL AUTHORITY NOTICE**

1922	Town-planning and Townships Ordinance (15/1986): City of Tshwane Metropolitan Municipality: Pretoria Amendment Scheme 8926P .....	3	256
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# LOCAL AUTHORITY NOTICE

## LOCAL AUTHORITY NOTICE 1922

### CITY OF TSHWANE METROPOLITAN MUNICIPALITY

#### PRETORIA AMENDMENT SCHEME 8926P

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 Metropolitan Municipality has approved an amendment scheme with regard to the land in the township of Lynnwood Ridge Extension 14, being an amendment of the Pretoria Town-planning Scheme, 1974.

Map 3 and the scheme clauses of this amendment scheme are filed with the Acting General Manager: Legal Services, and are open to inspection during normal office hours.

This amendment is known as Pretoria Amendment Scheme 8926P.

(13/2/Lynnwood Ridge x14 (8926P))  
\_\_\_ July 2006

**Acting General Manager: Legal Services**  
(Notice No 873/2006)

## PLAASLIKE BESTUURSKENNISGEWING 1922

### STAD TSHWANE METROPOLITAANSE MUNISIPALITEIT

#### PRETORIA WYSIGINGSKEMA 8926P

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 Metropolitaanse Munisipaliteit 'n wysigingskema met betrekking tot die grond in die dorp Lynnwood Ridge Uitbreiding 14, synde 'n wysiging van die Pretoria-dorpsbeplanningskema, 1974, goedgekeur het.

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

Hierdie wysiging staan bekend as Pretoria-wysigingskema 8926P.

(13/2/Lynnwood Ridge x14 (8926P))  
\_\_\_ Julie 2006

**Waarnemende Hoofbestuurder: Regsdienste**  
(Kennisgewing No 873/2006)

### CITY OF TSHWANE METROPOLITAN MUNICIPALITY

#### DECLARATION OF LYNNWOOD RIDGE EXTENSION 14 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 Metropolitan Municipality hereby declares the Township of Lynnwood Ridge Extension 14 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Lynnwood Ridge x14 (8926P))

#### SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY THE EMIRA PROPERTY FUND 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 139 (A PORTION OF PORTION 35) OF THE FARM HARTEBEESTPOORT 362JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

#### 1. CONDITIONS OF ESTABLISHMENT

##### 1.1 NAME

The name of the township shall be Lynnwood Ridge Extension 14.

##### 1.2 DESIGN

The township shall consist of erven and a road as indicated on General Plan SG No 10003/2004.

### 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of the rights to minerals, but excluding –

#### 1.3.1 the following servitude which does not affect the township;

- "(7) The property hereby transferred is subject to a servitude for general municipal purposes in extent 608 square metres ceded to the City Council of Pretoria as will more fully appear from Deed of Cession K2014/85 dated 15 July 1985".

#### 1.3.2 the following servitudes which shall not be transferred to the erven in the township;

- "(6) The owner of Portion 41 (a Portion of the said Portion 35) of the said farm, held by Certificate of Registered Title No. 410/1954, dated 7<sup>th</sup> of January 1954, shall be entitled to a servitude of way-leave for the conveyance of electric power over the property hereby transferred, by means of underground cables, or with the consent of the Transferee or his Successors in Title, by means of overhead wires".
- "(A) The said Portion 35 of the said farm (the remaining extent of which is hereby transferred) is specially entitle to a servitude of way-leave for the conveyance of electric energy over Portion 29 of the said farm transferred by Deed of Transfer No. 14108/1944, dated the 29<sup>th</sup> day of May, 1944, and also entitled to certain rights as will more fully appear from Notarial Deed of servitude No. 873/1948S dated the 11<sup>th</sup> day of November, 1948".

### 1.4 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES

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

### 1.5 NOTARIAL TIE

- 1.5.1 In the event of Erf 516 in the township of Lynnwood Ridge Extension 14 being noterially tied to Part ABCDEFGHJKLA of the Remainder of Erf 506, Lynnwood Ridge Extension 12, the total gross floor area, which may be developed on the combined site area, may not exceed 9125m<sup>2</sup>.
- 1.5.2 On registration of the notarial tie of Erf 516, Lynnwood Ridge Extension 14 and Part ABCDEFGHJKLA of the Remainder of Erf 506, Lynnwood Ridge Extension 12, there will be no building lines or building restriction areas applicable along the common boundary separating Erf 516, Lynnwood Ridge Extension 14 and Part ABCDEFGHJKLA of the Remainder of Erf 506, Lynnwood Ridge Extension 12 in terms of an approved site development plan, such common boundary will not be deemed to exist in physical terms and will not affect the siting or configuration of buildings on the combined site area of Lynnwood Ridge Extension 14 and the Remainder of Erf 506, Lynnwood Ridge Extension 12.
- 1.5.3 The City of Tshwane Metropolitan Municipality shall be a party to the noterial tie agreement.

### 1.6 DEMOLITION OF BUILDINGS AND STRUCTURES

When required by the City of Tshwane Metropolitan Municipality to do so, the township owner 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.

### 1.7 REMOVAL OF LITTER

The township owner 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.

1.8 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.

1.9 TRANSFER OF LAND TO THE SECTION 21 COMPANY (HOMEOWNERS' ASSOCIATION)

Erf 533 shall be transferred to the homeowners' association (Section 21 Company) by and at the expense of the township owner.

1.10 ERVEN 517 TO 532

1.10.1 The owner of the above mentioned erven shall become and shall remain a member of the Owners Association, and shall be subject to its memorandum of articles of association until he or she ceases to be an owner. The said property shall not be transferred to any person who has not bound himself or herself to the satisfaction of the Owners Association to become a member of such Association.

1.10.2 To enable the Owners Association to maintain the services, it is a requirement that a trust fund must be created for this purpose, and a fixed amount be deposited by every owner into the fund every month. This amount must be determined during a General meeting of all the owners and should be escalated every year.

1.10.3 Any portion of the above erven shall not be entitled to be transferred to a new owner without a clearance certificate from the Owners Association, that all amounts owing by the owner to the Association have been paid and that the Owner has generally complied with the Association's memorandum and articles of association.

1.10.4 The owners accept the fact that the owners of Portion 1 of Erf 506 and a portion of the Remaining Portion of Erf 506 of Lynnwood Ridge Extension 12, and the future subdivisions thereof, will also be members of the above Section 21 Company (Home Owner's Association) and will they be serviced by the same services and also have access via the street in Erf 533 and via the same access control facility.

1.10.5 RESTRICTION ON THE ALIENATION OF LAND

Regardless of 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 conditions 1.11.1 to 1.11.5 inclusive below.

1.11 THE DEVELOPER

1.11.1 The developer must provide a water-, sewerage-, and electrical network to the boundary of Erven 517 to 532 and built a road with appropriate storm-water drainage structures and pipes within Erf 533, at his costs.

1.11.2 A Consulting engineer must be appointed by the developer who must design these networks, road and stormwater preferably according to the standards of the Division Water & Sanitation, and supervise over the construction thereof.

1.11.3 The services mentioned in 1.11.1 and 1.11.2 must be designed to allow for the developments on Portion 1 of Erf 506 and a portion of the Remaining Portion of Erf 506 of Lynnwood Ridge Extension 12, and the future subdivisions thereof.

1.11.4 The network must be taken over by, and the distribution of the water and electricity and the payment of the City of Tshwane's account be administered by a Section 21 Company (Home Owners Association).

- 1.11.5 The developer is considered to be a member of the Section 21 Company with all the rights and obligations of an ordinary member until transfer of the last portion.
- 1.11.6 On the date of the first registration in the Deeds Office of any portion of the subdivision, a maintenance period of 12 (twelve) months for the engineering services and the electricity services shall commence. During the maintenance period the owner/developer shall remain responsible for the efficient maintenance (reasonable wear and tear excluded) of all the civil engineering services and the electricity services provided by him.
- 1.11.7 The developer must give an undertaking and a maintenance guarantee equal to 5% of the costs to provide the roads and stormwater services and 10% of the costs to provide the water, sewerage and electricity services as mentioned in 1.11.1 to 1.11.2, to the Owners Association in accordance with the following guidelines:
- 1.11.7.1 The developer is responsible during the maintenance period for the effective maintenance of all the services (water, sewerage, roads and storm water and electricity), jointly and separately, carried out by him (or done for him by a contractor/s). During the period of his liability he must refurbish the services from time to time and repair any damage to ensure that at the end of the maintenance period the services are in the same conditions as they were at the beginning of the maintenance period, reasonable wear and tear being the only exception. Notwithstanding any final inspection carried out by a professional engineer, the Developer's maintenance period, in the event that any services appear defective, will be extended to a period longer than the specified period until such time as the services, in the opinion of the above-motivated engineer, comply with the conditions of his report. The Developer is responsible during the maintenance period for any accidents in which person or property are involved and which may be caused wither by defective material provided by him or by the defective condition of the services carried out by him or his contractor. He is accordingly held liable for any defective work carried out or material provided by any of his contractors and for the repair of such work or material as cited above.
- 1.11.7.2 The fact that the Home Owners Association uses the services for the purpose for which they are intended during the maintenance period in no way invalidates the developer's liability for the proper maintenance of such services.
- 1.11.7.3 The developer must carry out all work arising from the latter circumstance at his own cost and to the satisfaction of the abovementioned engineer, before the scheme will be taken over.
- 1.11.7.4 At the end of the maintenance period the developer must make arrangements with the above-mentioned engineer for an inspection of the services. For the inspection the developer must ensure that the street and pavement surfaces are in a clean and neat condition insofar as any rubbish and untidiness resulting from his activity in respect of the building of streets and storm water drains is concerned. If all the above-mentioned engineer's requirements have been satisfied, the Owner Association will take over the completed services.
- 1.11.7.5 Proof must be submitted to the municipality that the undertaking and maintenance guarantee have been accepted by the Owner's Association.

- 1.11.7.6 The City of Tshwane Metropolitan Municipality must be provided with engineering certificates of water, sewerage, roads and storm water and electricity certifying that engineering services have been completed and that the engineers accept professional liability for the installation thereof, before the transfer of any erf. No building plans will be approved before the services are completed and (if applicable) taken over by the divisions of the Service Delivery Department.
- 1.11.7.7 The professional engineer must also provide as built drawings of all the installed services with exact depths, positions and longitudinal sections, where applicable, materials used etc, to the Owners Association.
- 1.11.7.8 The services must be transferred to the Section 21 Company after the completion thereof.
- 1.11.7.9 It is then the responsibility of the Owners Association to maintain the said services after transfer at the costs of every owner.
- 1.11.7.10 To enable the Owners Association to maintain the services, it is a requirement that a trust fund must be created for this purpose, and a fixed amount be deposited by every owner into the fund every month. This amount must be determined during a General meeting of all the owners and should be escalated every year.
- 1.11.8 The Developer of these erven shall properly and legally constitute the Section 21 Company (Home Owners Association) in terms of the provisions of the Companies Act, 1973( Act 61 of 1973) before the first sale of any portion of the subdivided erf, to the satisfaction of the Municipality.
- 1.11.9 The developer of these erven shall provide the municipality with a copy of the registered Deed of Association (CM4) and the Company's Statutes, which memorandum shall inter alia incorporate the following objectives:
  - 1.11.9.1 The maintenance of all internal engineering services (water, sewerage, electrical, roads and stormwater).
  - 1.11.9.2 The maintenance of all landscape areas.

## 2. CONDITIONS OF TITLE

- 2.1 THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITIONS 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
    - 2.1.1.1 The erven shall be subject to a servitude, 2 metre wide, for municipal services (water, sewerage, electricity and stormwater) (hereinafter referred to as "the services"), in favour of the local authority, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2 metre wide, over the entrance portion of the erf, if and when required by the local authority: Provided that the local authority 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 2 metre from it.

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- 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 516
- 2.1.2.1 The erf shall be subject to a 8.00 metre temporary right of way servitude in favour of the following properties, as indicated on the general plan:
- 2.1.2.1.1 Remaining Extent of Erf 506, Lynnwood Ridge Extension 12.
- 2.1.2.2 The erf shall further be subject to a 2.00 metre storm water servitude in favour of the local authority as indicated on the general plan.
- 2.1.3 ERVEN 517 TO 532
- 2.1.3.1 The owner of the above mentioned erven shall become and shall remain a member of the Owners Association, and shall be subject to its memorandum of articles of association until he or she ceases to be an owner. The said property shall not be transferred to any person who has not bound himself or herself to the satisfaction of the Owners Association to become a member of such Association.
- 2.1.3.2 Any portion of the above erven shall not be entitled to be transferred to a new owner without a clearance certificate from the Owners Association, that all amounts owing by the owner to the
- Association have been paid and that the Owner has generally complied with the Association's memorandum and articles of association.
- 2.1.4 ERVEN 517, 518, 519, 520, 521, 522, 523 and 533
- 2.1.4.1 The erf shall be subject to a servitude, 2,0 meters wide, located on the southern boundary of Erven 517, 518, 519, 520, 521, 522, 523 and on Erf 533, for engineering services (water & sewer) in favour of the Section 21 Company (Home Owners Association), as indicated on the Layout Plan K13/2/Lynnwood Ridge X14/5.
- 2.1.4.2 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 there from.
- 2.1.4.3 The Section 21 Company (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 essential, and furthermore the Section 21 Company (Home Owners Association) shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Section 21 Company (Home Owners Association) shall make good any damage caused during the laying, maintenance or removal of such main sewer pipelines and other works.
- 2.1.5 ERVEN 517, 518, 519, 520, 521, 522 and 523
- 2.1.5.1 The erf shall be subject to a servitude, 2,5 meters wide, located on the northern boundary of Erven 517, 518, 519, 520, 521, 522 and 523 for engineering services in favour of the Section 21 Company (Home Owners Association), along the entire length of the northern boundary of the erf.
- 2.1.5.2 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 2,5m there from.



2.1.5.3 The Section 21 Company (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 essential, and furthermore the Section 21 Company (Home Owners Association) shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Section 21 Company (Home Owners Association) shall make good any damage caused during the laying, maintenance or removal of such main sewer pipelines and other works.

2.1.6 ERVEN 524, 525, 526, 527, 528, 529, 530, 531, 532 and 533

2.1.6.1 The erf shall be subject to a servitude, 1 meter wide, over Erven 524, 525, 526, 527, 528, 529, 530, 531, 532 and on Erf 533, for engineering services (electrical) in favour of the Section 21 Company (Home Owners Association), as indicated on the General Plan.

2.1.6.2 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 there from.

2.1.6.3 The Section 21 Company (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 essential, and furthermore the Section 21 Company (Home Owners Association) shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Section 21 Company (Home Owners Association) shall make good any damage caused during the laying, maintenance or removal of such main sewer pipelines and other works.

2.1.7 ERF 533

The whole erf is subject to a servitude of right of way, in favour of the City of Tshwane Metropolitan Municipality, as indicated on the general plan.

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**Contact persons for subscribers:**

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**HENNIE MALAN**

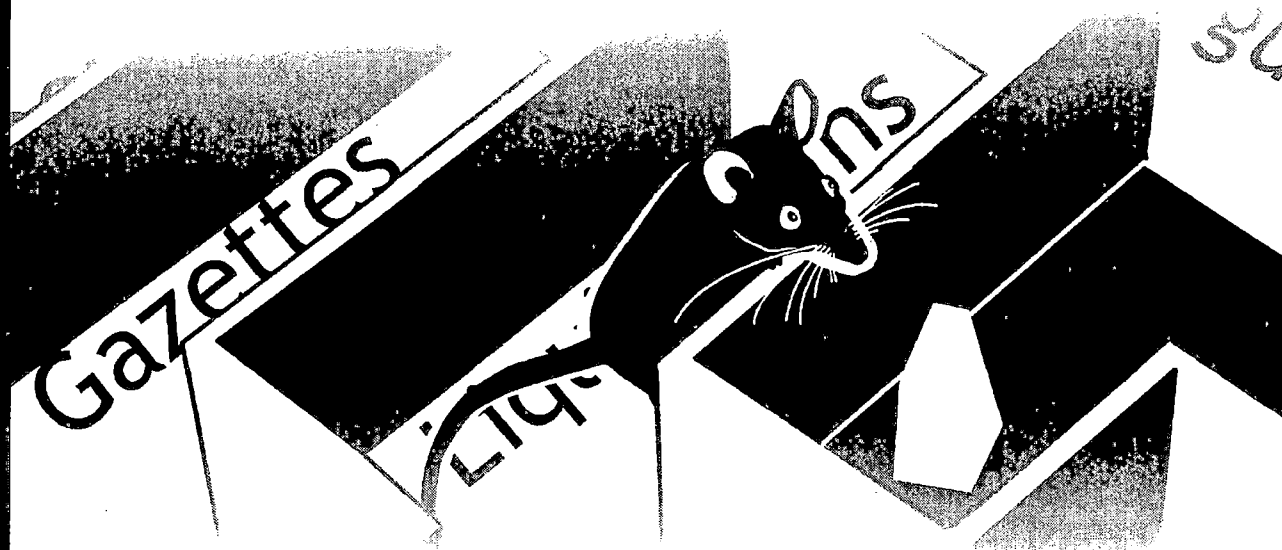
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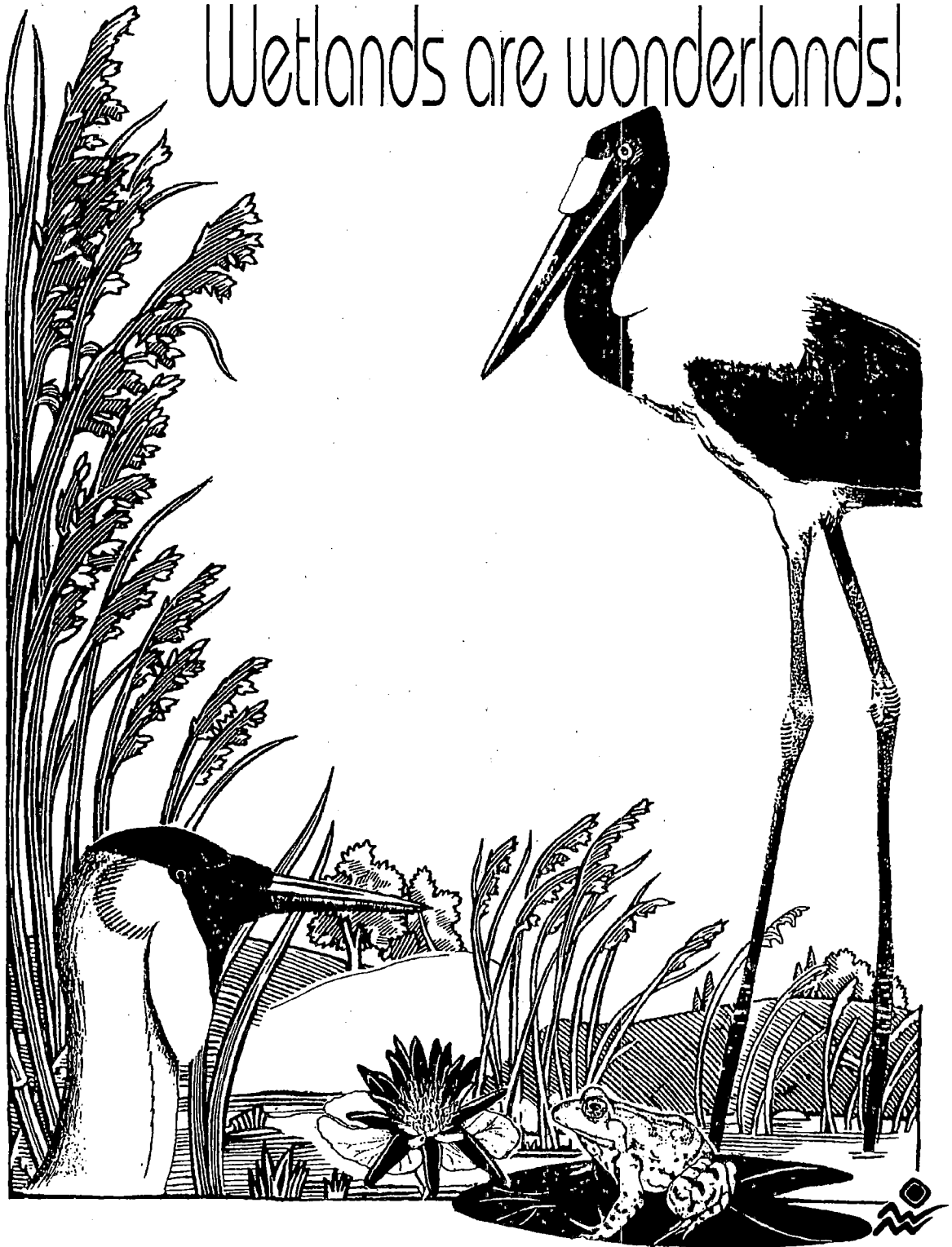
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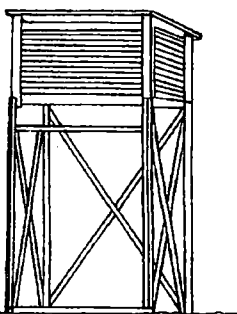
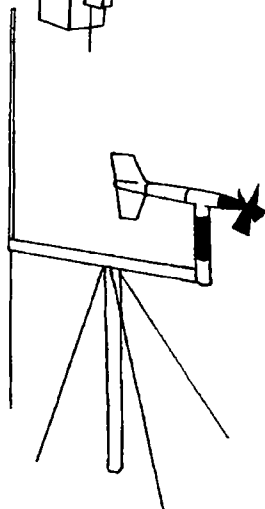
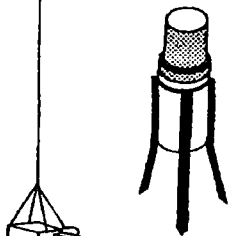
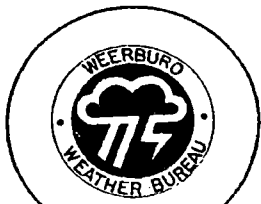
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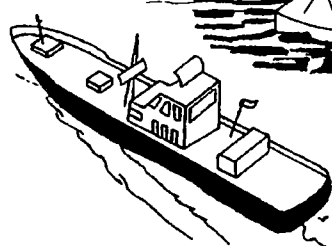
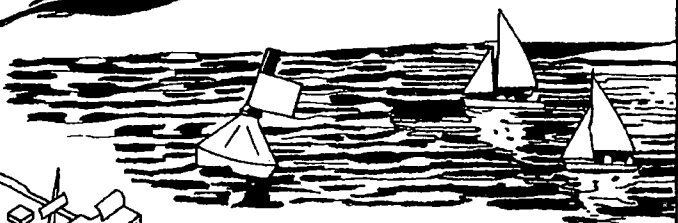
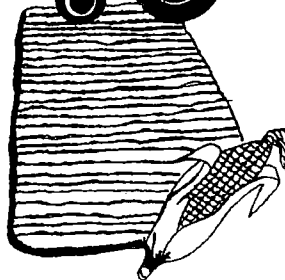
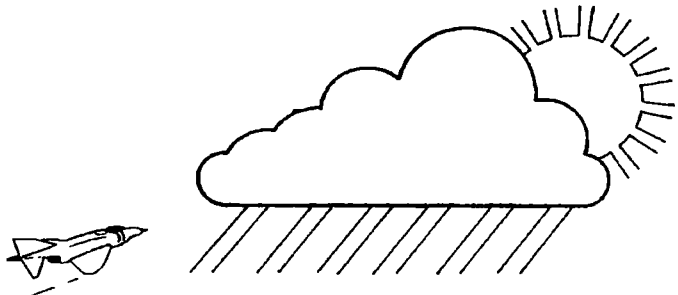


Department of Environmental Affairs and Tourism

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