



MEMBER AGREEMENT/CONSENT/POWER OF ATTORNEY

Made and entered into by and between:

BROOKLYN SECURITY VILLAGE NPC – Reg. No. 2013/100759/08
(hereinafter referred to as “**the Association**”)

and

Full names of the property OWNER/s (hereinafter referred to as “**the owner**”)
If the owner is a Company/Trust/CC/Entity: the full name of the duly authorised agent:

Owner’s Agent and contact details (if applicable)

ID number(s)/Company registration number/ Master reference number

Erf number / Property Title (if applicable, i.e. ‘cc’ etc.)

Address of the property (*domicilium citandi et executandi*)

Postal address (if different from property address)

E-mail address

Contact number/s

Full names of spouse / partner

Contact number/s

(Hereinafter jointly referred to as “**the parties**”)

WHEREAS the owner intends to enter into and participate in the voluntary street closure project of the Non-Profit Company HOA and consent to the closure of the agreed portion of **Brooklyn** by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

WHEREAS the owner consents to become a shareholder of the proposed Non-Profit Company (Residents Association not for gain) required to implement the Security Scheme proposals and to participate in the Security Village Scheme as proposed during a general meeting of **Brooklyn Security Village NPC** and undertake to pay the deposits and subscriptions as stipulated hereunder to give effect to the plan mentioned above;

WHEREAS the owner agrees as follows:

1. To pay the Association, the following deposits and the monthly subscription fees as determined per the Annual General Meeting approval. Fees as from January 2024:

Special Levy (Once off): R 4,800.00
Monthly Contribution: R 895.00

2. Payment of subscription fees/costs are to be made to Paxton Property Practitioners (Pty) Ltd, the managing agent of the Association, on or before the 7th day of each month, into the following trust account:

Account Name : Paxton-Cerva Property Services (Pty) Ltd
Bank : Nedbank Pretoria Branch
Branch Code : 198-765
Account no. : 119 150 8471
Reference : Street Name & Nr.

3. To pay any ancillary costs/fees that may arise by virtue of participating in the street closure project including but not limited to any subscriptions and/or service providers.
4. Should I/we fail to pay my/our monthly subscription fees and/or ancillary costs as stated in 3 above, or part thereof, I/we acknowledge that I/we will be held liable for any and all costs and disbursement that may arise by virtue of the enforcement of this agreement including but not limited to the managing agent / appointee cost, legal fees of an attorney and client basis, counsel fees, tracing costs and collection commission and further Indemnify the Association against said costs incurred.
5. To be bound by and uphold any rules and regulations as set out by the Non-Profit Company HOA.
6. To cooperate with the Association and other participants of the street closure project of the Non-Profit Company HOA.

7. **NOTICES**

The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as follows: “the Association” nominates the address to be its managing agent:

Paxton Property Practitioners (Pty) Ltd Celtis House
Block D, Eastwood Office Park Lynnwood
Road
Lynnwood Ridge
Pretoria

“the owner” nominates the address of the property as stated on page 1 of this agreement.

8. **CANCELLATION / TERMINATION**

Should either party wish to cancel this agreement, two (2) full calendar months’ notice of your intention to cancel must be furnished to the other party in writing, at their *domicilium citandi et executandi* address, by hand, e-mail or registered mail.

9. No amendments hereto will be of force or effect unless reduced to writing and signed by the parties.
10. I/We hereby give Power of Attorney to **Brooklyn Village Directors** to act on my/our behalf and to implement the approval for road closure as received by the Local Municipality and generally for effecting the purposes aforesaid, to do and to cause to be done whatsoever shall be required, as fully and effectually, for all intents and purposes as I might or could do if personally present and acting herein, hereby ratifying, allowing, confirming, promising and agreeing to ratify, allow and confirm all and whatsoever Brooklyn Village Directors shall lawfully do, or cause to be done by virtue of these present.
11. **Disclaimer of Liability:** Brooklyn Security Village/Brooklyn Village (BV) is administered by directors of the association. The association acts as a liaison between residents and our service providers. **The directors take no financial benefit and are not liable in any way for any damages, injuries to persons (including death), property damage or loss.**

12. (Where the property is let, BV to be advised of tenant and tenant's contact information.)

I/We, in the event of any sale or disposal of the property, undertake to make disclosure of the BV neighbourhood closure benefitting the property, and to encourage/include a clause in the sale agreement for BV membership by the new owner – and also to advise BV as to the new property owner.

13. I/We acknowledge that this agreement was entered into voluntarily and bind myself/ourselves hereto.

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____.

AS WITNESSES:

OWNER/S

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____.

AS WITNESSES:

For: **BROOKLYN SECURITY VILLAGE NPC**
(BROOKLYN VILLAGE)