



MEMBER AGREEMENT - TENANT/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 TENANT (hereinafter referred to as **“the tenant”**)

If the tenant is a Company/Trust/CC/Entity: the full name of the duly authorised representative:

Tenant’s representative 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 and contact details

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

Property owner information:

Full names of owner and ID

Contact name, contact numbers and email

Owner’s Letting Agent, representative, contact numbers and email

WHEREAS the tenant 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 tenant 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 tenant agrees as follows:

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

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 tenant” 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.

