



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

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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.

10.	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.	2. I/We, when the lease ends, undertake to advise BV accordingly.						
13. I/We acknowledge that this agreement was entered into voluntarily and bind myself/ourselves hereto.							
SIG	NED AT	THIS	DAY O	=	20		
AS	WITNESSES:						
			TENA	NT/S			
SIG	NED AT	THIS	_ DAY	OF			
AS	AS WITNESSES:						

For: BROOKLYN SECURITY VILLAGE NPC

(BROOKLYN VILLAGE)