

MENLOCLOSE COMPANY

Agreement made and entered into by and between:

MENLOCLOSE COMPANY

(Non-Profit Company: Registration Number 2023 /615095 / 08)

represented by Mike Krynauw

duly authorised thereto

Street address: 14 Third Street, Menlo Park, Pretoria

Email: menloclose@gmail.com

(hereinafter referred to as "**the MCC**")

and

Full names of owner/s of the property

If the owner is a Company / Trustees of a Trust / CC / or other Entity: The full name of the duly authorised agent: _____

ID numbers / Company registration number / Master reference number:

Erf number: _____

Street address: _____

Email address: _____

Contact number/s: _____

(Herein after referred to as "**the Owner**")

(Herein after jointly referred to as "**the Parties**")

WHEREAS the owner voluntarily wants to participate in the access control measures project of the MCC,

The parties agree as follows:

1. The Owner consents to access control measures of a portion of Menlo Park.
2. The Owner hereby gives permission to Streetsafe (Pty) Ltd, Number 1998/022753/07 (hereinafter referred to as "Streetsafe") and the MCC to apply on behalf of the Owner for access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation.
3. The Owner gives permission to the MCC to implement the access control measures if approved by the municipality or other relevant authorities and if approved by a general meeting of members of the MCC.
4. The Owner undertakes to pay the MCC the following deposits and the monthly subscription fees as determined by the access control measures project from time to time:

Capital Layout requirement estimated over 6-month period based on 70% participation:

Monthly Payments:

Houses / Schools / Clubs per erf	R2 736.00
Duet Type 1	R1 368.00
Duet Type 2	R849.00
Complex per unit	R546.00
Flat Type 1	R411.00
Flats Type 2	R273.00

Once Off Payment: 5% discount

Houses / Schools / Clubs per erf	R15 284
Duet Type 1	R7 798
Duet Type 2	R4 839
Complex per unit	R3 112
Flat Type 1	R2 343
Flats Type 2	R1 556

Alternative: 2 Payments – 1/3 + 2/3 of above

Estimated Monthly Management Contribution (Operational Phase):

Houses / Schools / Clubs per erf	R912
Duet Type 1	R456
Duet Type 2	R283
Complex per unit	R182
Flat Type 1	R137
Flats Type 2	R91

5. Payment of monthly subscription fees/costs are to be made to MCC or as per instruction notice to owners from the directors, on or before the 7th day of each month, into the following bank account:

Account Name: MenloClose NPC

Bank: First National Bank

Branch Code: 210 554

Account No.: 631 392 395 28

Ref (Erf No./Str nr + Str Name and Surname): _____

(Kindly forward all proof of payments to MenloClose@cierre.co.za)

6. The parties agree to be bound by and uphold any rules and regulations as set out by the MCC.
7. To co-operate in good faith with the MCC and other participants to the access control measures.
8. Should expenditure arise not stipulated in the Management Agreement and not forming part of the proposed budget, the MCC may levy a special levy to cover the said expenses after the levy was approved by a special meeting of the residents that have signed consent forms where the expenses and levy were discussed and approved.
9. **Notices**
- 9.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, the street address, the email address and contact number in this agreement.
- 9.2 Any party can change his / her *domicilia citandi et executandi* by giving 10 days written notice to the other party.

10. **Communication and termination**

10.1 The member hereby agrees to electronic communication as contemplated in the POPI act from the managing agent and the MCC. The member agrees to electronically receive his / her invoices, monthly statements as well as any other communication from the MCC. The Owner agrees that his/ her email address will be used for purposes of this agreement and that the responsibility lies with the owner to ensure that his / her details are correct and are timeously kept updated with the MCC and the managing agent.

10.2 Should either party wish to cancel this agreement, one (1) full calendar months' notice of such intention to cancel must be furnished to the other party in writing, at their *domicilia citandi et executandi* address.

11. No amendments hereto will be of force or effect unless reduced to writing on paper and signed by the parties.

12. To enable the MCC and Streetsafe to comply with municipal bylaws and establishment requirements, the Owner hereby gives Power of Attorney to Streetsafe and the MCC to act on the Owners behalf and to (in conjunction with the committee) implement the access control measures as approved by the 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 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 the MCC and Streetsafe shall lawfully do, or cause to be done by virtue of these presents.

13. The Owner acknowledges that he / she understands this agreement, that it was entered into voluntarily and binds him / herself hereto.

Signed at _____ on _____ 20 ____.

Signed as Witness:

Signed as Owner or his / her representative

1. _____

Signed at _____ on _____ 20 ____

Signed as Witness:

Signed on behalf of the MCC

1. _____