



# **ATHENIAN CASCADES BODY CORPORATE**

**USE SERVICES AGREEMENT**

## MEMORANDUM OF RECORDAL AND AGREEMENT

made and entered into by and between

### CLUB MYKONOS LANGEBAAN HOME OWNERS ASSOCIATION

(Association incorporated under Section 21 of the Companies Act)

(Registration Number : 91/01085/09)

(hereinafter referred to as "HOA")

AND

### THE TRUSTEES OF THE ATHENIAN CASCADES TRUST

(T1 Number : TT506/2003)

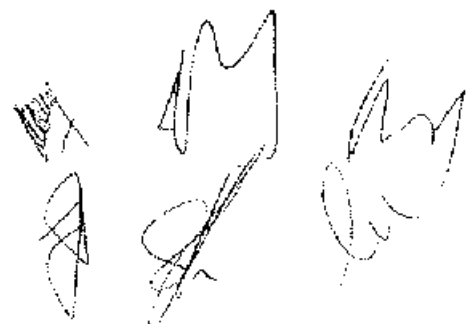
(hereinafter referred to as "the Trust")

WHEREAS the Articles of Association ("the Articles") of the HOA impose an obligation on the HOA to provide certain services (known as use services) to owners of units in Sectional Title Schemes forming part of the Club Mykonos Langebaan Resort;

AND WHEREAS the Articles authorise the HOA to impose levies from time to time on the said owners for the purposes of meeting the costs of providing the said use services;

AND WHEREAS the Trust, as a sole owner, is entitled to elect to utilise only certain of the use services provided by the HOA and has exercised such an election;

AND WHEREAS the HOA is entitled to enter into an agreement with a Body Corporate or an owner of an erf to provide use services on other terms as those reflected in Articles 28 – 33 of the Articles;



**AND WHEREAS** the Articles furthermore impose an obligation on the HOA to supply the Body Corporate of a Sectional Title Scheme forming part of, and the owner of an erf in, the Club Mykonos Langebaan Resort with electricity, water and sewerage services and oblige the Body Corporate and owner in question to pay to the HOA such services consumed and/or utilised;

**AND WHEREAS** the Trust is the sole owner of the various units comprising the Sectional Title Development known as Athenian Cascades and is effectively the body corporate thereof and, furthermore, is the owner of the erf upon which this Sectional Title Scheme is located;

**AND WHEREAS** the parties are desirous of recording the election above referred to and certain of the terms relating to the provision of the said use services and matters ancillary thereto:

**NOW THEREFORE IT IS RECORDED AND AGREED AS FOLLOWS :**

1. The Trust has elected to utilise the following use services as from 1 July 2008 :

- 1.1 Reception;
- 1.2 Refuse removal;
- 1.3 Administration;
- 1.4 Security;
- 1.5 Staff transport.

2. The use services charges, calculated on a monthly basis exclusive of VAT, for the period 1 July 2008 – 30 June 2009, are as follows :

2.1 Reception	R58 098,96
2.2 Refuse removal	R 3 517,72

2.3 Administration	R12 313,00
2.4 Security	R40 084,89
2.5 Staff transport	R512 per person based on actual head count

It is recorded that the use services charges are amended on 1 July of each year, in accordance with the approved budget of the HOA.

3. In addition to the foregoing a charge is also levied by the HOA upon the Trust for its share of rates and taxes, calculated in accordance with the Articles, and which on a monthly basis exclusive of VAT, for the period 1 July 2008 – 30 June 2009 amounts to R763,18 (Seven Hundred and Sixty Three Rand and Eighteen Cents).
4. Water and electricity are supplied by the HOA to the Trust in respect of the erf upon which the Athenian Cascades Scheme is located, the cost thereof being based on actual consumption.
5. Payment of the amounts referred to in the foregoing paragraphs are to be effected by the Trust to the HOA in accordance with the provisions of the Articles.
6. The election referred to in paragraph 1 above does not derogate from the rights of the Trust as are referred to in Article 30 of the Articles and, in particular, to from time to time elect which use services it chooses to utilise.
7. The Trust undertakes to use its best endeavours to give the HOA 60 (Sixty) days notice of any change in its election, as meant in paragraph 6 above.
8. In addition to the use services levy, a normal service levy is also payable by the Trust in accordance with the Articles of the HOA.



A handwritten signature in black ink, appearing to be 'M. M. M.', is written over a rectangular stamp. The stamp contains some illegible text and a small emblem or logo.

DATED AT Club Mykonos ON THIS THE 24 DAY OF November 2008.

AS WITNESSES :

1. [Signature]

2. [Signature]

[Signature]  
CLUB MYKONOS-LANGEBAAAN  
(HOME OWNERS ASSOCIATION  
(who warrants that he is duly authorised hereto)

DATED AT Club Mykonos ON THIS THE 24 DAY OF November 2008.

AS WITNESSES

1. [Signature]

2. [Signature]

[Signature]  
THE TRUSTEES OF THE  
ATHENIAN CASCADES TRUST  
(who warrants that he is duly authorised hereto)

4