

**UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION  
NO: 2001/000648/08  
MEMBERSHIP APPLICATION FORM**

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I, the undersigned,

\_\_\_\_\_  
(Name)

hereby acknowledge that by virtue of my purchase of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[hereinafter referred to as “the Property”]

that I am obliged to become and remain a member of the Umhlanga Ridge Town Centre Management Association, No 2001/0000648/08 (an Association incorporated under Section 21) [hereinafter referred to as “the Association”], within the meaning of and subject to the conditions set out in the Association’s Memorandum and Articles of Association, for the duration of my ownership of the Property.

I hereby make application to become a member of the Association and undertake that I, and all persons deriving use of the Property or any part thereof, will from the date that I take possession of the Property, duly comply with all the obligations imposed upon members under the Association’s Memorandum and Articles of Association.

I further undertake to sign all documentation and do all such other things as may be required by the Association in respect of my aforesaid membership application.

In no way detracting from the generality of the aforesaid, I acknowledge and agree to the undermentioned specific provisions, namely:

1. I shall not be entitled to resign my membership of the Association while the owner of the Property.

- 1.1 The directors of the Association shall be entitled, at all times, to lay down rules in regard to –
- 1.1.1 the preservation of the natural environment;
  - 1.1.2 vegetation and flora and fauna in the Town Centre as defined in the Association’s Articles of Association [hereinafter referred to as “the Town Centre”];
  - 1.1.3 the placing of movable objects upon or outside the buildings included in the Town Centre, including the power to remove any such objects;
  - 1.1.4 the storing of flammable and other harmful substances;
  - 1.1.5 the conduct of any persons within the Town Centre and the prevention of nuisance of any nature to any owner of immovable property in the Town Centre;
  - 1.1.6 the use of land within the Town Centre;
  - 1.1.7 the use of roads, pathways and open spaces;
  - 1.1.8 the imposition of fines and other penalties to be paid by members of the Association;
  - 1.1.9 the management, administration and control of the common areas and open spaces;
  - 1.1.10 the Design Guidelines for the erection of all buildings and other structures, including service connections to buildings;
  - 1.1.11 the Design Guidelines for the establishment, installation and maintenance of gardens, both public and private;
  - 1.1.12 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
  - 1.1.13 the use of adjoining sidewalks, road frontages and parking areas;
  - 1.1.14 generally in regard to any other matter which the directors of the Association from time to time considers appropriate,

and I undertake and, shall be obliged, with effect from the date that I take possession of the Property to abide by such rules as if I was the owner of the Property and shall ensure that all tenants, nominees, invitees or other persons who occupy the Property and/or who go upon the Town Centre by virtue of my rights thereto, do likewise. I undertake to bring the aforesaid rules to the attention of any tenant prior to such tenant taking possession of the Property or any portion thereof.

2. I understand that I will be obliged to accept transfer of the Property subject, inter alia, to a condition registered against the title deeds to the Property to the effect that the Property or any portion thereof or interest therein shall not be alienated, leased or transferred without the prior written consent of the Association first being had and obtained.
3. I shall not be entitled to sell or otherwise transfer ownership of the Property unless it is a suspensive condition of such sale or other transfer that –
  - 3.1 the Association grants its written consent to such sale or other transfer (which consent it shall be entitled to withhold in the event of any monies being due and owing to the Association by myself or I being in breach of any of the Articles of Association of the Association or any Rules made by the Association, from time to time, and failing to remedy such breach);
  - 3.2 the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member of the Association;
4. In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the Town Centre, any building or other structure to be erected on the Property or any alterations or extensions to be effected to any building or structure on the Property, shall be done strictly in accordance with building plans which have been submitted to and approved of in writing by the Design Review Committee of the Association and the local and/or any other competent authority and no work whatsoever shall commence until such time as the relevant approvals have been obtained. I acknowledges that I am aware of the Association's various requirements in this regard and in no way detracting from the generality of the aforesaid, it is aware of the provisions of the Association's Development Manual and Architectural Controls.

I confirm my contact details are as below and I nominate my undermentioned physical address as my domicilium citandi et executandi for all purposes (including, but in no way limited to, the service of any notice that the Association may wish to serve upon me in terms of the Association's Articles of Association or any court process that the Association may be required to serve upon me in the event of the Association instituting any legal action against me), namely:

Postal Address \_\_\_\_\_  
\_\_\_\_\_

Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: (home) \_\_\_\_\_ (work) \_\_\_\_\_

Cellular: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Identity No / Registration No: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2007  
\_\_\_\_\_