



LA LUCIA RIDGE
OFFICE ESTATE

LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT ASSOCIATION NPC

NO: 1997/003184/08

MEMBERSHIP APPLICATION FORM

I, the undersigned,

(Full Name)

duly authorised by *:

(Full Name of Company / Close Corporation / Trust, if applicable)

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 La Lucia Ridge Office Estate Management Association NPC, Registration No 1997/003184/08 [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.

* *please attach copy of Resolution*

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 be obliged to make payment of a monthly levy to the Association, as determined by the Association's Board of Directors.
2. I shall not be entitled to resign my membership of the Association while the owner of the Property.
3. The Directors shall have the power to make rules from time to time as well as the power to substitute, add to, amend or repeal same for the management, control, administration, use and enjoyment of the Estate, for the purposes of giving proper effect to the provisions of the Memorandum and Articles of Association and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by members who fail to comply with the provisions of the Articles or the rules.
4. In no way detracting from the generality of the aforesaid, the Directors from time to time may make rules, applicable within the Estate (as defined in the Association's Articles of Association) specifically in regard to:

- 4.1 the conduct of members and persons;
- 4.2 the use of land, open spaces, roads etc;
- 4.3 the storing of flammable and other harmful substances;
- 4.4 the preservation of the natural environment;
- 4.5 the design guidelines for the establishment, installation and maintenance of gardens, both public and private;
- 4.6 the use, upkeep, aesthetics and maintenance of buildings, open spaces and the natural reserve;
- 4.7 the use by owners of buildings;
- 4.8 the imposition of fines and other penalties to be paid by a member; and
- 4.9 any other matter that may, in the opinion of the Directors, require to be regulated,

and I undertake, and shall be obliged, to abide by such rules and shall ensure that all tenants, nominees, invitees and other persons who occupy the Property and/or go upon the Estate by virtue of my rights thereto, do likewise.

- 5 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.
- 6 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 –

- 6.1 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);
- 6.2 the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member of the Association;
7. In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the Estate, 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 Panel 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 acknowledge that I am aware of the Association's various requirements in this regard and, in no way detracting from the generality of the aforesaid, I am aware of the provisions of the Association's Development Manual and Architectural Controls.
8. I understand and agree that I will not be entitled to change the current use of the Property without the prior written consent of the Association first being had and obtained.

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

_____ Code _____

Telephone [home] _____ [work] _____

Telefax _____ Cellular _____

Email _____

Identity No /
Registration No

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Vat Registration
No

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Dated at _____ on this _____ day of _____
