



101 ACUTTS HOMEOWNERS ASSOCIATION  
NO: 2008/018028/08  
MEMBERSHIP APPLICATION FORM

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I/we, the undersigned

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*(Full name/s)*

duly authorized by:

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*(Full name of company / close corporation / trust – if applicable)*

(Attach copy of authorizing resolution)

hereby acknowledge that by virtue of my/our purchase of

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*("the Property")*

I/we am/are obliged to become and remain a member of the 101 Acutts Homeowners Association, No 2008/018028/08 (Association Incorporated under Section 21) ("the Association"), in terms of and subject to the conditions set out in the Association's Memorandum and Articles of Association, for the duration of my/our ownership of the Property.

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

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

Without limiting the generality of the foregoing, I/we acknowledge and agree that:

1. I/we shall be obliged to make payment of a monthly levy to the Association, as determined by the board of directors and/or the finance committee of the Association.
2. I/we shall not be entitled to resign my/our membership of the Association while I/we am/are the owner of the Property.
3. The directors shall have the power to make Conduct Rules from time to time as well as the power to substitute, add to or repeal same, for the management, control, administration, use and enjoyment of 101 Acutts as defined in the Association's Articles of Association ("101 Acutts") for the purposes of giving effect to the provisions of the Memorandum and Articles of Association or for any other purposes, 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 Conduct Rules. Without limiting the generality of the foregoing, the directors may make Conduct Rules from time to time with regard to:
  - 3.1 the preservation of the natural environment;
  - 3.2 vegetation, flora and fauna;
  - 3.3 the placing of movable objects upon or outside the buildings, including the power to remove any such objects;
  - 3.4 the storing of flammable and other harmful substances;
  - 3.5 the conduct of any persons and the prevention of nuisance of any nature to any owner of immovable property;
  - 3.6 the use of land;

- 3.7 the use of roads, pathways and open spaces, including the right to prohibit, restrict or control such use as may from time to time be necessary or expedient;
- 3.8 the imposition of fines and other penalties to be paid by members of the Association;
- 3.9 the management, administration and control of the common areas and open spaces;
- 3.10 the Building Design Code for the erection of all buildings and other structures, including service connections to buildings;
- 3.11 the Landscape Design Code for the establishment, installation and maintenance of gardens, both public and private;
- 3.12 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
- 3.13 the right to prohibit, restrict or control the keeping of any animals or pets;
- 3.14 the use of services, entertainment and recreation areas, amenities and facilities including the right to make a reasonable charge for the use thereof;
- 3.15 the use of sidewalks, road frontages and parking areas;
- 3.16 security; and
- 3.17 generally in regard to any other matter which the directors of the Association from time to time consider appropriate;

and I/we shall be obliged, with effect from the date that I/we take possession of the Property, to abide by such Conduct Rules as if I/we was/were the owner/s of the Property and shall ensure that all tenants, nominees, invitees or other persons who occupy the Property and/or who go upon 101 Acutts by virtue of my/our rights thereto, do likewise. I/we undertake to bring the said Conduct Rules to the attention of any tenant prior to such tenant taking possession of the Property or any portion thereof.

4. I/we understand that I/we 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 ownership of neither the lot, nor any further subdivision, nor any unit erected thereon as defined in the Sectional Titles Act No. 95 of 1986, shall be transferred to another person or entity until such person or entity is bound to become, and remain, a member of the "Home Owners Association" for the duration of such person's or entities ownership thereof and a clearance certificate has been issued by such association to the effect that its articles of association have been complied with.

5. I/we shall not be entitled to transfer ownership of the Property unless the condition in 4 is duly complied with.
  
6. In order to maintain high standards and with a view to ensuring an attractive and harmonious development within 101 Acutts, 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 carried out strictly in accordance with building plans which have been submitted to and approved 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/we acknowledge that I/we are aware of the Association's various requirements in this regard and without limiting the generality of the foregoing, I/we am/are aware of the provisions of the Association's Building Design Code and Landscape Design Code, as well as the provisions of the Environmental Management Plan applicable to 101 Acutts.
  
7. I/we understand and agree that I/we 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.
  
8. I/we acknowledge that I/we have been furnished with copies of the Memorandum and Articles of Association of the Association, the Conduct Rules, body corporate rules (where applicable), the Building Design Code, the Landscape Design Code and the Environmental Management Plan, all of which I/we have read and understand to be binding on me/us regardless of whether or not any particular provision is specifically reproduced in this Application.

I/we confirm my/our contact details are as below and I/we nominate my/our undermentioned physical address as my/our *domicilium citandi et executandi* for all purposes, including but not limited to, the service of any notice that the Association may wish to serve upon me/us in terms of the Association's Articles of Association or any court process that the Association may be required to serve upon me/us in the event of the Association instituting any legal action against me/us. Further, I/we hereby agree to and authorize the Association to forward to me/us any notices and financial statements of account electronically, to the undermentioned email address, should the Association so elect.

Postal Address

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Code

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Physical Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (business) \_\_\_\_\_

Telefax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ @ \_\_\_\_\_

Identity No/  
Reg. No \_\_\_\_\_

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of  
20.....  
\_\_\_\_\_