



UMHLANGA RIDGE  
TOWN CENTRE

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

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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

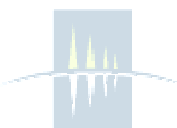
\_\_\_\_\_

\_\_\_\_\_

*[hereinafter referred to as "the Property"]*

that I am obliged to become and remain a member of the Umhlanga Ridge Town Centre Management Association NPC, Registration No 2001/000648/08 [hereinafter referred to as "the Association"], within the meaning of and subject to the conditions set out in the Association's Memorandum of Incorporation 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 of Incorporation.

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 or repeal same, for the management, control, administration, use and enjoyment of the Umhlanga Ridge Town Centre, as defined in the Association's Memorandum of Incorporation, [hereinafter referred to as "the Town Centre"] for the purposes of giving effect to the provisions of the Memorandum of Incorporation 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 provision of the Memorandum of Incorporation or the Rules. In no way detracting from the generality aforesaid, directors may make rules from time to time, applicable within the Town Centre (as defined in the Memorandum of Incorporation), specifically with regard to –
  - 3.1. the preservation of the natural environment;
  - 3.2. vegetation and flora and fauna in the Town Centre;
  - 3.3. the placing of movable objects upon or outside the buildings included in the Town Centre, 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 within the Town Centre and the prevention of nuisance of any nature to any owner of immovable property in the Town Centre;

- 3.6. the use of land within the Town Centre;
- 3.7. the use of roads, pathways and open spaces;
- 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 Design Guidelines for the erection of all buildings and other structures, including service connections to buildings;
- 3.11. the Design Guidelines 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; In this regard, the rules of the body corporate of any sectional title scheme shall include the following restrictions in favour of the Umhlanga Ridge Town Centre Management Association NPC:
  - (a) An owner shall not attach to the external elevation of the building any aerial, satellite dish, washing line, air conditioner or any other fixture.
  - (b) Air conditioning units, including all pipe work, may only be installed if they are screened from the street and adjoining buildings.
  - (c) No form of security gate, door or grille is to be attached to the exterior of any unit.
  - (d) Burglar guards or screening fixed internally, but visible externally are to be of a standard style and uniform colour throughout the sectional title scheme.
  - (e) No reflective film of any type or colour is to be used as a sun screening device on any window or door.
  - (f) External lighting is to comply with the approved building plans.
  - (g) Curtain linings are required to be of a standard colour throughout the sectional title scheme.
  - (h) No alteration to the exterior colour of the building may be made without the prior approval of the Umhlanga Ridge Town Centre Design Review Committee.
  - (i) Landscaping is to be maintained to a standard acceptable to the Umhlanga Ridge Town Centre Management Association NPC.

- (j) An owner shall not allow any linen or clothing to be hung on the outside of any section, including the balcony or out of windows
- (k) All and any signage is to be approved by the Association prior to installation.

Any member committing a breach of any of the above rules shall be instructed to remedy such breach forthwith. Failure to comply with such instructions within a period of 7 days shall constitute a breach of the rule and render the member liable to a fine as follows:

- In respect to (a) to (i) above, a fine of R500 or such other amount as the directors may determine from time to time for each 7-day period or part thereof that the member continues to be in breach of the rules. Should a member remain in breach for a period of more than three (3) weeks from the date of initial notification, the fine shall increase to an amount of R500 per day.
- In respect of (j) above, a fine of R500 [or such other amount as the directors may determine from time to time] per incident.

- 3.13. the use of adjoining sidewalks, road frontages and parking areas;
- 3.14. security; and
- 3.15. 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.

- 4. 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.

5. 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 –
  - 5.1. 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 the Memorandum of Incorporation or any Rules made by the Association, from time to time, and failing to remedy such breach);
  - 5.2. the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member of the Association;
  
6. 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 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.
  
7. 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 Memorandum of Incorporation 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) Further, I hereby agree to and authorise the Association to forward to me any notices and financial statements of account electronically, to the undermentioned email address, should the Association so elect.

Postal Address

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

Physical Address

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

Telephone

[home] \_\_\_\_\_ [work] \_\_\_\_\_

Telefax

\_\_\_\_\_ Cellular \_\_\_\_\_

Email

\_\_\_\_\_ @ \_\_\_\_\_

Identity No /  
Reg. No

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VAT Reg No.

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Dated at

on this

day of

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