
**SIBAYA SUB-PRECINCT 1D MANAGEMENT ASSOCIATION (RF) NPC
MEMBERSHIP REGISTRATION FORM**

I, the undersigned,

herein represented by

duly authorized hereto by a Resolution of

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 SIBAYA SUB-PRECINCT 1D MANAGEMENT ASSOCIATION (RF) NPC, Registration Number 2016/499175/08 [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.

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 Board of Directors.
2. I shall not be entitled to resign my membership of the Association while the owner of the Property.
3. The board of 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 SUB-PRECINCT, (as defined in the ASSOCIATION'S Memorandum of Incorporation) 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 provisions of the Memorandum of Incorporation or rules. In no way detracting from the generality of the aforesaid, directors may make rules from time to time, applicable within the SUB-PRECINCT specifically with regard to:
 - 3.1 the preservation of the natural environment;
 - 3.2 vegetation and flora and fauna in the SUB-PRECINCT ;
 - 3.3 the placing of movable objects upon or outside the buildings included in the SUB-PRECINCT , including the power to remove any such objects;

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- 3.4 the storing of flammable and other harmful substances;
 - 3.5 the conduct of any persons within the SUB-PRECINCT and the prevention of nuisance of any nature to any owner of immovable property in the SUB-PRECINCT;
 - 3.6 the use of land within the SUB-PRECINCT;
 - 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 establishment, installation and maintenance of gardens, both public and private;
 - 3.11 the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
 - 3.12 the use of road frontages and parking areas;
 - 3.13 security and
 - 3.14 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 of occupation 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 SUB-PRECINCT 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 any of the Memorandum of Incorporation of the Association 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 SUB-PRECINCT, 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 Sibaya Master Management Association (RF) NPC (hereinafter referred to as the "MASTER MANAGEMENT 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 MASTER MANAGEMENT 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 MASTER MANAGEMENT ASSOCIATION'S Development Manual.

7. In no way detracting from the generality of the aforesaid, I undertake to comply with the Memorandum of Incorporation and rules and regulations of the MASTER MANAGEMENT ASSOCIATION.
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 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 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 agree to, and hereby authorize, the Association to send me any notice or financial statements of account electronically, to my undermentioned email address, if the Association so elects.

Postal Address: _____

Code: _____

Physical Address: _____

Code: _____

Telephone No:(home) _____ (work) _____

Cellular: _____

Fax No: _____

Email Address: _____

Identity No / Registration No: _____

Marital Status: _____

Dated at _____ on this _____ day of
201____

**AIMS, OBJECTIVES AND FUNCTIONS OF THE SIBAYA MASTER MANAGEMENT
ASSOCIATION (RF) NPC**

1. To promote the development and maintenance of all properties within the SIBAYA PRECINCT and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit therefrom for the whole community of the SIBAYA PRECINCT.
2. To enforce the provision of the development and architectural controls for the SIBAYA PRECINCT. In particular, and in no way detracting from the generality of the aforesaid, to ensure that all buildings and other structures erected within the SIBAYA PRECINCT; as well as any external fixtures or fitting attached thereto, comply with the aforesaid controls and generally to ensure that the external appearance of all buildings and other structures in the SIBAYA PRECINCT, comply with the standards set out in the aforesaid document.
3. To promote, advance and protect the interest of members generally and to co-operate with the local authority, provincial government and all other appropriate authorities for the benefit of the MASTER MANAGEMENT ASSOCIATION and its members.
4. To represent the interest of members and to provide a united voice by which such interests may be expressed.
5. To collect levies and other contributions towards funds of the MASTER MANAGEMENT ASSOCIATION (including, but in no way limited to, the contributions due by owners of property within the SIBAYA PRECINCT to the Hawaan Sibaya Conservation Trust) for the attainment of the objectives of the MASTER MANAGEMENT ASSOCIATION or any one of them.
6. To maintain open spaces, internal roads and other common areas within the SIBAYA PRECINCT, which the MASTER MANAGEMENT ASSOCIATION may own or may otherwise be responsible for, and to make and enforce regulations governing the use thereof by the Members.
7. To participate in and support the Hawaan Sibaya Conservation Trust, including, but in no way limited to:
 - 7.1 nominating two trustees to the aforesaid Trust;
 - 7.2 making a contribution to the aforesaid Trust in accordance with the provisions of the Record of Decision issued by the KwaZulu-Natal Agriculture and Environmental Affairs Department and dated the 26 March 2009 (Reference No. EIA/5809).
8. To uphold and enforce the provisions of the ENVIRONMENTAL MANAGEMENT RESTRICTIONS.