

The Coves Governing Body MEMBERSHIP APPLICATION

Full Name and Surname (Owner 1) _____

ID Number (Owner 1) _____

[hereinafter (jointly) referred to as “the PURCHASER”]

Full Name and Surname (Owner 2) _____

ID Number (Owner 2) _____

[hereinafter (jointly) referred to as “the PURCHASER”]

OR

Full Name of Company, CC, Trust _____

Registration Number _____

[hereinafter (jointly) referred to as “the PURCHASER”]

Represented by (as per Resolution) _____

Identity Number _____

[hereinafter (jointly) referred to as “the PURCHASER”]

Stand Number _____

[hereinafter referred to as “the PROPERTY”]

Physical Address of Stand _____

The Coves HOA

Postal Address _____

Email Address (1) _____

Email Address (2) _____

Contact Number (Work and Home) (W) _____ (H) _____

Mobile Number (1) _____

Mobile Number (2) _____

The Coves Governing Body

1. The NEW OWNER shall, upon registration of transfer of the PROPERTY at the Deeds Office, become a MEMBER of the Coves Governing Body and agrees and consents to do so, subject to the Memorandum of Incorporation.

2. The NEW OWNER confirms and acknowledges that he/she has been informed of the legal establishment of the Coves Governing Body as an NPC in terms of the Companies Act 71 of 2008 and its entitlement to enforce Rules.
3. The NEW OWNER hereby declares and confirms receipt of the following documentation and fully understands the content thereof and will abide by himself/herself thereby:
 - (a) Access Regulations of The Coves Governing Body
 - (b) Aesthetic Rules of The Coves Governing Body
 - (c) Building and Contractors Regulations of The Coves Governing Body
 - (d) The Coves Governing Body Memorandum of Incorporation
4. The NEW OWNER acknowledges that the above is binding upon him/her and/or any person occupying the property through him and will adhere thereto
5. The NEW OWNER acknowledges that he shall remain a MEMBER of the Coves Governing Body for as long as he is the registered owner of a property in the Coves and that he is bound by the MOI and Rules of the Coves Governing Body as made and/or amended from time to time.
6. Should the OWNER alienate the property, he will ensure that the Transferee is made fully aware of the Coves Governing Body, including its Rules and Regulations, and that such a Transferee will undertake to become a MEMBER thereof upon registration in his / her name.
7. Should the OWNER rent the property, he will ensure that the Lessee is made fully aware of the Coves Governing Body, including its Rules and Regulations, and that such a Lessee will undertake to abide by the Rules and Regulations of the Coves Governing Body.
8. As a MEMBER of the Coves Governing Body, the NEW OWNER shall, with effect from the date of registration of transfer of the PROPERTY into his / her name, be obliged to pay to the Coves Governing Body the monthly levies and/or monies due in terms of the Rules and Regulations of the Coves Governing Body.
9. A MEMBER of the Coves Governing Body shall only cease to be a MEMBER after transfer of the PROPERTY to a subsequent Transferee. As long as the MEMBER is a registered OWNER of a PROPERTY in the Coves, he cannot give notice or cancel the MEMBERSHIP of the Coves Governing Body.
10. If a PROPERTY in the Coves is to be transferred from a MEMBER (irrespective of the cause for the transfer, for example, private sale, inheritance, donation, divorce, etc.), a Clearance Certificate must be obtained from the Coves Governing Body.
11. The Coves Governing Body shall only issue a Clearance Certificate once:
 - (a) The rules and conditions, as well as the regulations of the Memorandum of Incorporation of the Coves Governing Body, have been complied with by the OWNER.
 - (b) The new MEMBER has signed the Coves Governing Body Membership Form, agreeing to become a MEMBER of the Coves Governing Body on the date of registration of the PROPERTY in his / her name, and to be bound by the Coves Governing Body rules and statutes.
 - (c) All levies, duties, penalties, and amounts due to the Coves Governing Body have been settled in full and paid in advance for three (3) months.
12. If the OWNER, as a MEMBER of the Coves Governing Body, fails to comply with any of his / her obligations, whether in respect of levies, special levies, penalties or any other amounts due by him/her to the Coves Governing Body, the MEMBER agrees and undertakes to pay interest on any

outstanding amount at a rate as determined by the Board of Directors of the Coves Governing Body from the time to time which rate shall not contravene the maximum current prescribed rate as determined from time to time by the National Credit Act (NCA) 34 of 2005.

13. Any payments made by the MEMBER shall first be allocated to legal costs and thereafter towards his / her outstanding obligations to the Coves Governing Body. The allocation of any payment made by the MEMBER will be allocated to the outstanding levies and debt of the MEMBER in the discretion of the Coves Governing Body and will not necessarily be attributed to the oldest debt.
14. The MEMBER agrees to pay the monthly levy as long as the MEMBER is the registered OWNER of the relevant PROPERTY, and the levy shall be paid strictly in advance every month. The MEMBER consents that, in the event of levies being outstanding for an amount in excess of four (4) months, the Coves Governing Body shall be entitled but not obliged to obtain a specific order from the court to declare the PROPERTY specifically executable and will be entitled, after judgment is granted by a Court of Law, to sell the relevant PROPERTY in execution subject to the Rules of the Court.
15. The MEMBER hereby explicitly consents through signing this application form that the Coves Governing Body (responsible party) be allowed in terms of the Protection of Personal Information Act 4 of 2013 ("POPI") to process and record personal information and biometrical information from each of its Members solely for the purpose to promote, advance and protect the communal interest of the Members of the Coves Governing Body and that such personal information or details will only be processed if it is relevant and if it is used for its intended purpose aforesaid. The Coves Governing Body will secure the integrity of all personal information in its possession or under its control by taking prescribed measures to prevent loss of damage to, or unauthorised destruction of the personal information. When an owner ceases to be a Member of the Coves Governing Body, the Coves Governing Body will destroy or delete their record of personal information and data as required by POPI.
16. The MEMBER hereby chooses as his / her domicilium citandi et executandi (his / her chosen service address of all notices and/or legal processes) for purposes of enforcing this agreement, or the provisions of the Memorandum of Incorporation or the Rules and/or Regulations of the Coves Governing Body, which address must not be the address of the vacant stand.

Physical Address: _____

Postal Code: _____

17. For purposes of interpreting this agreement, all references relate to one gender.

OWNER(S)

1. _____

Date: _____

2. _____

Date: _____

Witnesses

1. _____

Date: _____

2. _____

Date: _____