

CHAPTER 3 : ANNEXURE 1

HOA MEMBERSHIP APPLICATION

IF PROPERTY IS FULLY OWNED BY A NATURAL PERSON

Full Name and Surname (Owner 1) _____

ID Number: _____

IF PROPERTY IS JOINTLY OWNED BY MORE THAN ONE NATURAL PERSONS

Full Name and Surname (Owner 2) _____

ID Number _____

[Hereinafter (jointly) referred to as “the NEW OWNER or MEMBER”]

OR IF PROPERTY IS OWNED BY A LEGAL ENTITY

Full Name of Company, CC, Trust _____

Registration Number: _____

Represented by (as per Resolution): _____

ID Number: _____

[Hereinafter (jointly) referred to as “the NEW OWNER or MEMBER”]

Stand Number and Extension: _____

[Hereinafter referred to as “the PROPERTY”]

Physical Address of Stand: _____

Parys Golf & Country Estate, 9585

Postal Address: _____

Email Address (1): _____

Email Address (2): _____

Contact Number (Work): _____ (Home): _____

Facsimile Number: _____

Mobile Number (1) _____ Mobile Number (2) _____

Parys Golf & Country Estate HOME OWNERS ASSOCIATION

1. The NEW OWNER shall upon registration of transfer of the PROPERTY at the Deeds Office, become a MEMBER of the Parys Golf & Country Estate Home Owners Association (PGCE-HOA) and agrees and consents to do so, subject to the Memorandum of Incorporation (MOI) and HOA Management and Operational Handbook, as amended from time to time.
2. By signing this application, the NEW OWNER hereby declares that he is aware of the existence of the PGCE HOA Management and Operational Handbook (hereinafter referred to as the "HOA Rules and Regulations"), as indicated in paragraph 1 above, and that he/she is obliged to purchase one hard copy thereof at the time of signing this application.
3. By signing this application, 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. The Memorandum of Incorporation and HOA Rules and Regulations can conveniently also be electronically accessed at www.paysgolfandcountryestate.co.za (HOA/documents).
4. The NEW OWNER acknowledges that he/she shall remain a MEMBER of the PGCE HOA for as long as he is the registered owner of a property in PGCE and that he is bound by the MOI and HOA Rules and Regulations of the PGCE-HOA as made and / or amended from time to time.
5. Should the OWNER alienate the property he/she will ensure that the Transferee is made fully aware of the MOI, including the HOA Rules, and that such a Transferee will undertake to become a MEMBER of the PGCE-HOA upon registration into his / her name.
6. Should the OWNER rent out the property he will ensure that the Lessee is made fully aware of the PGCE-HOA, including its Rules and Regulations, and that such a Lessee will undertake to abide by the Rules and Regulations of the PGCE-HOA.
7. As a MEMBER of the HOA 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 PGCE-HOA the monthly levies and / or monies due in terms of the Rules and Regulations of the PGCE-HOA.
8. A MEMBER of the HOA 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 PGCE he cannot give notice or cancel the MEMBERSHIP of the PGCE-HOA.
9. If a PROPERTY in PGCE is to be transferred from a MEMBER (irrespective of the cause for the transfer, for example, private sale, inheritance, donation, divorce, etcetera), a Clearance Certificate must be obtained from the PGCE-HOA.
10. The PGCE HOME OWNERS ASSOCIATION (PGCE- HOA) shall only issue a Clearance Certificate once:
 - (a) The rules and conditions, as well as the regulations of the Memorandum of Incorporation of the PGCE-HOA have been complied with by the OWNER.
 - (b) The new MEMBER has signed a PGCE-HOA Membership Application Form, agreeing to become a MEMBER of the PGCE-HOA on the date of registration of the PROPERTY in his / her

name, and to be bound by the PGCE-HOA Rules and Regulations, as already referred to herein above.

(c) All levies, duties, penalties, and amounts due to the PGCE-HOA have been settled in full, and paid in advance for a period of three (3) months.

11. If the OWNER, as a MEMBER of the PGCE-HOA 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 PGCE-HOA, the MEMBER agrees and undertakes to pay interest on any outstanding amount at a rate as determined by the Board of Directors of the PGCE-HOA from 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.

12. Any payments made by the MEMBER shall first be allocated to legal costs and thereafter towards his / her outstanding obligations to the PGCE-HOA. 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 PGCE-HOA and will not necessarily be attributed to the oldest debt.

13. The MEMBER hereby explicitly consents through signing this application form that the PGCE-HOA (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 PGCE-HOA 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.

14. 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 and HOA Rules and Regulations:

Physical Address* _____

Postal Code _____

* MEMBER to indicate a Physical Address of his current residence or business, but not that of the PROPERTY if it is still a vacant stand.