

MEMBERSHIP AGREEMENT

Made and entered into by and between:

RIDGEFIELD SECURITY ESTATE NPC
(hereinafter referred to as “the Non-Profit-Company”)

and

Full names of owner/s of the property
If the owner is a Company/Trust/CC/Entity: the full name of the duly authorised agent
(hereinafter referred to as “the owner”)

ID number(s)/Company registration number/ Master reference number

Erf number

Address of the property (*domicilium citandi et executandi*)

E-mail address

Contact number/s

(hereinafter jointly referred to as “the parties”)

WHEREAS the owner intends to enter into and participate in the voluntary access control measures project of the Non-Profit Company and consent to the management of an agreed portion of **Lynnwood Ridge and Murrayfield South** by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

WHEREAS the owner consents to become a member of the proposed Non-Profit Company (a residents’ association not for gain) required to implement the security scheme proposals and to participate therein as proposed during a general meeting of **Ridgefield Security Estate NPC (“the Non-Profit-Company”)** and undertake to pay the deposits and subscriptions as stipulated hereunder to give effect to the plan mentioned above;

WHEREAS the owner agrees as follows:

1. To pay the Non-Profit-Company the following capital amount and the monthly subscription fees as determined by the RSE Access Monitor Project" measures from time to time:

Phase 1&2 : Capital per “Full Title” unit	:	R22 245.00	
Phase 1&2 : Capital per “Sectional Title” unit	:	R 5 561.00	
Phase 3: Operational “Full Title” unit	:	± R962.00pm	(Excl. Alarm monitoring of R150.00)
Phase 3: Operational “Sectional Title” unit	:	± R240.54 pm	(Excl. Alarm monitoring of R150.00)

2. Payment of subscription fees/costs are to be made to Paxton-Cerva Property Services (Pty) Ltd, or as per instruction notice to owners from the directors, on or before the 7th day of each month, into the following trust account:

Account Name : Ridgefield Security Estate SC
Bank : Nedbank Pretoria Branch
Branch Code : 198 765
Type of Account : Current account
Account no. : 1 196 813 329
Ref Number : _____

**PLEASE USE YOUR UNIQUE REFERENCE
NUMBER WHEN MAKING PAYMENT**

Kindly forward this completed form and all proof of payments to:

- rse@pcps.co.za and
- letsie@lynnwoodproperties.co.za

3. Should I/we fail to pay my/our monthly subscription fees, or part thereof, I/we acknowledge that I/we will be held liable for any and all costs and disbursement that may arise by virtue of the enforcement of this agreement including but not limited to managing agent costs, legal fees on an attorney and client basis, counsel fees, tracing costs and collection commission and further Indemnify the Non-Profit-Company against said costs incurred.
4. To be bound by and uphold any rules and regulations as set out by the Non-Profit Company.
5. To cooperate with the Association and other participants of the access monitor measures project of the Non-Profit Company.
6. As stipulated in the Management Agreement, should expenditure arise that does not form part of the normal proposed budget, a special contribution may arise by virtue of participation in the access monitor measures and a Special Meeting will be held to discuss the matter and to arrange for the special members' contributions.

7. **NOTICES**

The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as follows:

"the Non-Profit-Company " nominates the address to be its managing agent or as per instruction notice to the owners from the directors:

Paxton-Cerva Property Services (Pty) Ltd
Celtis House
Block D, Eastwood Office Park
Lynnwood Road
Lynnwood Ridge

"the owner" nominates the address of the property as stated on page 1 of this agreement.

8. **CANCELLATION / TERMINATION**

By virtue of entering into this agreement, the member hereby agrees to electronic communication from the managing agent and the directors. The member agrees to receive his monthly subscription statement as well as invoice and communication as per the POPI Act.

It is agreed that his email address will be used for statements and that the responsibility lies with the owner to ensure that his details are kept updated with the managing agent.

Should either party wish to cancel this agreement, three (3) full calendar month's notice of your intention to cancel must be furnished to the other party in writing, at their *domicilium citandi et executandi* address, by hand, e-mail or registered mail.

9. No amendments hereto will be of force or effect unless reduced to writing and signed by the parties.
10. To enable the **Non-Profit-Company** to comply with municipal bylaws and establishment requirements, I/we hereby give Power of Attorney to Streetsafe (Pty) Ltd, Number 1998/022753/07 and to **the Non-Profit-Company** to act on my/our behalf and to (in conjunction with the committee) implement the approval for access monitor measures as received by the Local Municipality and generally for effecting the purposes aforesaid, to do and to cause to be

done whatsoever shall be required, as fully and effectually, for all intents and purposes as I might or could do if personally present and acting herein, hereby ratifying, allowing, confirming, promising and agreeing to ratify, allow and confirm all and whatsoever Streetsafe (Pty) Ltd shall lawfully do, or cause to be done by virtue of these presents.

11. I/We acknowledge that this agreement was entered into voluntarily and bind myself/ourselves hereto.

SIGNED AT _____ ON THIS DAY OF _____ 20____

AS WITNESS FOR OWNER (Print name)

AS OWNER/S (Print name)

AS WITNESS FOR OWNER (Signature)

AS OWNER/S (Signature)

SIGNED AT _____ ON THIS DAY OF _____ 20____

AS WITNESS FOR RSE: (Print name)

FOR: RSE NPC (Print name)

AS WITNESS FOR RSE: (Signature)

FOR: RSE NPC(Signature)