



## **APPLICATION FOR MEMBERSHIP**

## **OWNERS ASSOCIATION**

**1 APPLICATION FOR REGISTRATION AS OWNERS ASSOCIATION MEMBER**

This form must be sent to :

**2 VACATION OWNERSHIP ASSOCIATION OF SOUTHERN AFRICA**

P.O. Box 2823, Durbanville, 7551

Tel : (021) 914 9693

Fax : (021) 914 5202

E-mail: [voasa@voasa.co.za](mailto:voasa@voasa.co.za)

Website: [www.voasa.co.za](http://www.voasa.co.za)

**APPLICATION FORM 2009**

Name of applicant: \_\_\_\_\_

Registered address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Postal Address: \_\_\_\_\_

If a Company or Close Corporation, state name, identity number, address and telephone number of each Director/Member:

(a) Name: \_\_\_\_\_ ID No: \_\_\_\_\_

Address: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_( ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fidelity Fund Certificate No: \_\_\_\_\_

(b) Name: \_\_\_\_\_ ID No: \_\_\_\_\_

Address: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_( ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fidelity Fund Certificate No: \_\_\_\_\_

(c) Name: \_\_\_\_\_ ID No: \_\_\_\_\_

Address: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_( ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fidelity Fund Certificate No: \_\_\_\_\_

(d) Name: \_\_\_\_\_ ID No: \_\_\_\_\_

Address: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_( ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fidelity Fund Certificate No: \_\_\_\_\_

(e) Name: \_\_\_\_\_ ID No: \_\_\_\_\_  
Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Telephone No: \_(\_\_\_\_\_) \_\_\_\_\_ Mobile No: \_\_\_\_\_  
Fidelity Fund Certificate No: \_\_\_\_\_

1. INFORMATION REGARDING APPLICANT:

Date of Incorporation: \_\_\_\_\_  
Place of Incorporation: \_\_\_\_\_  
Company Register No: \_\_\_\_\_  
(Please attach a copy of Registration / Incorporation Certificate)  
Shareholders: \_\_\_\_\_

2. AUDITORS:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Tel: \_(\_\_\_\_\_) \_\_\_\_\_ Fax: \_(\_\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

3. ATTORNEYS:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Tel: \_(\_\_\_\_\_) \_\_\_\_\_ Fax: \_(\_\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

4. BANKERS:

Bank: \_\_\_\_\_  
Branch: \_\_\_\_\_  
Tel: \_(\_\_\_\_\_) \_\_\_\_\_ Fax: \_(\_\_\_\_\_) \_\_\_\_\_

5. EXCHANGE ORGANISATION:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Tel: \_(\_\_\_\_\_) \_\_\_\_\_ Fax: \_(\_\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

6. MANAGEMENT COMPANY:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Code: \_\_\_\_\_  
Tel: \_(\_\_\_\_\_) \_\_\_\_\_ Fax: \_(\_\_\_\_\_) \_\_\_\_\_  
Contact Name: \_\_\_\_\_

7. Has any Director / Member, Controller or Manager of the applicant within the last 5 years prior to the date of this application:

- |   |     |    |
|---|-----|----|
| (a) been convicted of a criminal offence (excluding motor offences)?  | YES | NO |
| (b) been interdicted by any Order of Court from undertaking the alienation of shared vacation ownership; and  | YES | NO |
| (c) been declared insolvent or disqualified in terms of the Companies Act or Estate Agents Act from acting as a Director or Estate Agent, respectively. | YES | NO |

If the answer to any of these questions is "YES", please give full details below:

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### ACKNOWLEDGMENT

- Constitution of VOASA
- The VOASA Code of Conduct
  1. And that upon acceptance as a member of VOASA I/we undertake to comply with all of the above. I/We also acknowledge that the above may be varied in terms of the particular constitution applying thereto.
  2. I/We further agree that I/we will as a member of the Vacation Ownership Association of South Africa (VOASA) agree to abide with the VOASA Code of Conduct.
  3. I/We enclose/will send payment/proof of payment in respect of the VOASA membership fee as per the attached TM001 (Annual Membership / Renewal Fee Form).
  4. I/We agree to abide with the rulings of the Standards Council and complaints procedures which may be changed from time to time and agree to pay any fines being levied against me/us.
  5. I/We further acknowledge and am aware that, in the event of me/us being black-flagged I/we agree to VOASA publishing my name as a black-flagged member.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

\_\_\_\_\_  
SIGNED: BY APPLICANT

\_\_\_\_\_  
FULL NAME OF SIGNATORY

\_\_\_\_\_  
CAPACITY OF SIGNATORY

*(A copy of the authorizing resolution may be requested by VOASA)*

\_\_\_\_\_  
WITNESS FOR APPLICANT

\_\_\_\_\_  
FULL NAME OF WITNESS

**VOASA RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR DOCUMENTATION AS MAY BE REQUIRE FROM TIME TO TIME**

# Part 1

**Separate information must be given in respect of each scheme/project.**

1.1 Name of Resort:

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1.2 Name of Developer:

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Address:

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Telephone No: ( ) Fax No: ( )

E-Mail: \_\_\_\_\_

1.3 Situation of Scheme/Project:

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1.3.1 Number of existing units (by configuration) e.g. 15 x 3 bedroom, 2 bathroom – 20 x 2 bedroom, 1 bathroom : \_\_\_\_\_

1.3.2 Number of proposed units: \_\_\_\_\_

1.3.3 Number of shared vacation ownership modules per annum (52/51/50/other please specify):

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1.3.4 Total number of timeshare modules sold to date: \_\_\_\_\_

1.3.5 Date project opened or to be opened for alienation: \_\_\_\_\_

1.3.6 If shared vacation ownership interests have been alienated in a building which is not complete, an auditors certificate is required confirming the amounts held in trust or that guarantees have been issued in terms of Section 7(1) and 7(3) respectively, of the Property Timeshare Control Act.

1.4 Is the scheme/project situated on Urban or Agricultural land (as defined in Act 70 of 1970)

1.4.1 If Agricultural land is involved and the legal basis is otherwise that share block, has the requisite consent been obtained in terms of Section 3(e)(ii) of the Sub-Division of Agricultural Land Act, No 70 of 1970?

If yes, the consent should be annexed. YES NO

1.4.2 If Agricultural land is involved and the legal basis is share block, has the requisite consent been obtained in terms of Section 5(1)(a) of the Share Blocks Control Act?

If yes, a copy of the consent should be annexed. YES NO

1.5 Legal basis of each Scheme/Project: (e.g. Sectional Title, Share Block, Lease, Club, etc.)

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1.6 Is there a prohibition to the shared vacation ownership scheme in the Title Conditions of the land?

\_\_\_\_\_

1.7 Is there a prohibition to the shared vacation ownership scheme in the relevant Town Planning Scheme/By-laws/Zoning etc?

\_\_\_\_\_

\_\_\_\_\_

1.8 Date of intended occupation of accommodation is not completed.

\_\_\_\_\_

1.9 What is the applicant's title to the property? (e.g. Registered Ownership or Lease or Purchase on Deed of Sale)

\_\_\_\_\_

**NB If the applicant is not the registered owner, sufficient evidence is required that the applicant is in a financial position to acquire the property.**

1.10 Is the property bonded? YES NO

1.11 If bonded the registered amount of the bond and the name of the mortgagee.

Amount R \_\_\_\_\_

Name and address of mortgagee: \_\_\_\_\_

\_\_\_\_\_

1.12 Details of loan obligation

Total loan obligation: \_\_\_\_\_

Loan portion per share or Rand: \_\_\_\_\_

## PART 2

### **2. REQUIREMENTS OF THE PROPERTY TIMESHARING CONTROL ACT NO 75 OF 1983**

- 2.1 The undermentioned must be completed with reference to the Agreement of Sale, and with particular reference to the page number and clause number in the Agreement of Sale which complies with the various sections and regulations of the Property Timesharing Control Act.
- 2.2 The first column indicates the section or regulation number in the Property Timesharing Control Act
- 2.3 If the legal basis of your scheme is Sectional Title then in the second column provided for Sectional Title, you must insert the clause number and page number of the Agreement of Sale which complies with the relevant section of regulation in the first column only.
- 2.4 If the legal basis of the Scheme is Share Block, then the relevant clause and page number of the Agreement of Sale is inserted in the third column only.

However, if the Legal basis of the scheme is any legal route other than Sectional Title or Share Block the relevant clause and page number is inserted in the fourth column only

Part 3

SECTIONAL TITLE

3. This must be completed as far as possible by adding a general comment. For example under 3.1 you must state whether there has been compliance with the Sectional Titles Act. Furthermore, some of the answers may not be applicable. If this is so, this must be so indicated.

QUESTION	COMMENTS
3.1 The description of the sale object must be described as required by Section 2 of the Alienation of Land Act No 68 of 1981 and as decided by the Courts.	Sale object appears on PAGE NO _____ at CLAUSE NO _____
3.2 If sale is on installments (i.e. more than 2 payments over more than 1 year) Chapter II of ALA may apply and there are comprehensive disclosures.	(a) Does this apply YES NO (b) If YES, is there compliance? YES NO See CLAUSE NO _____ (if necessary refer to an annexure)
3.3 Chapter III of ALA applies in all cases. In particular Section 26(3) which requires a guarantee for monies received by developer before the sectional title register is opened, which must be opened within 5 (five) years of date of sale in the deed of alienation.	(a) Has the Sectional Title Register been opened? YES NO (b) Will monies be retained in trust or not? YES NO (c) If NO who will give the guarantee? _____ (d) Furnish copy of Guarantee as Annexure
3.4 The Common Law Incidents of co-ownership must be renounced (in particular that of partition).	PAGE NO _____ CLAUSE NO _____
3.5 RULES  3.5.2 Do the Management Rules as envisaged in the regulations to the Sectional Titles Act apply: 3.5.3 If the Management Rules do not apply. What rules apply? A copy of such rules must be furnished. 3.5.4 Any variation to the Management Rules must be Furnished.	YES NO  Attach Annexure  Attach Annexure
3.6 Is provision made for the costs of the Section 15 (9) Certificate by the purchaser as this is primarily a responsibility of the developer?	YES NO PAGE NO _____
3.7 Transfer duty, since it is based on an undivided share in immovable property - is calculated in terms of Section 2(5) of the Transfer Duty Act.	Is the Developer aware of this? YES NO
3.8 The 1986 Sectional Titles Act introduces new concepts, some of which are as follows: 3.8.1 There must be specific disclosures in the Deed of Sale	PAGE NO _____

3.8.1.1	Section 25(14) - where a developer has reserved the right to extend the scheme, such right must be disclosed in the Deed of Alienation.	(a) Is this so? YES NO (b) If YES, state PAGE NO _____ CLAUSE NO _____
3.8.1.2	Section 32(4) – any change to the area of the unit (i.e. participation quota) serving as a basis for the levy must be disclosed in the Deed of Alienation.	(a) Is this so? YES NO (b) If YES, state PAGE NO _____ CLAUSE NO _____
3.8.1.3	Section 32(2)(b) – where a developer alienates a unit before the Sectional title register is opened, and there is a residential and other use of the accommodation, there must be disclosure in the deed of alienation of the participation quota of those residential units.	(a) Is this so? YES NO (b) If YES, state PAGE NO _____ CLAUSE NO _____
3.8.1.4	Section 44(1)(g) – the sectional plan may indicate expressly or by implication the purpose for which a section is intended to be used for time-sharing.	What does the plan provide? _____ _____ _____ _____

Part 4  
SHARE BLOCK

4. This must be completed with reference to the Agreement of Sale and with particular reference to the page and clause number in the Agreement of Sale which complies with the various paragraphs of Schedule 2 to the Share Block Control Act.

	Page No	Clause No
<b>4.1(a) The name, address of the registered office;</b>		
(ii) The transfer office;		
(iii) Postal address and date of incorporation of the Company which operates in the Share Block Scheme;		
(iv) The address at which its financial records are kept		
(b) If appropriate, the name and address of its holding company.		
<b>4.2 DIRECTORS AND MANAGEMENT</b>		
(a) The names, occupations and addresses of the directors of the company (specifying who the chairman and managing director are, if any) and their nationality, if not South African.		
(b) The term of office for which a director is or has been appointed, and particulars of any right held by any person in respect of the appointment of any director.		
(c) Particulars of the remuneration of directors in their capacity as directors and in any other capacity.		
(d) If the Share Block Scheme is managed by a third party under an agreement or arrangement;		
(i) The name; and		
(ii) The address of that third party; and		
(iii) a statement as to whether or not any money relating to the Share Block Scheme is entrusted to him.		
(e) The borrowing powers of the company exercisable by the directors, and the manner in which such borrowing powers may be varied.		

<b>4.3 AUDITOR</b>		
(i) The name; and		
(ii) address of the auditor of the company.		
<b>4.4 SECRETARY</b>		
(i) The name;		
(ii) address; and		
(iii) Professional qualifications, if any, of the secretary of the company.		
<b>4.5 PROPERTY</b>		
(a) A description and the extent of the immovable property owned or leased by the company.		
(b) A description of the part of the immovable property which will be the subject of the right to use by the purchaser.		
(c) If the company does not own the immovable property;		
(i) the name and address of the registered owner; and		
(ii) the terms on which the company leases the immovable property.		
(d) If the immovable property in respect of which the Share Block Scheme is or is to be operated is or is proposed to be mortgaged:		
(i) the name and addresses of the person, or his representative, or in the case of a participation bond, the name and address of the nominee company, or its representative, in favour or whom the mortgage bond over that immovable property is or is to be registered;		
(ii) the registered capital amount and duration of the mortgage bond, and the terms and conditions as to repayment of capital and payment of interest;		
(iii) the annual rate of the interest payable in respect of the loan secured by the mortgage bond.		
(e) The date upon which the purchaser becomes entitled to the use of the part of the immovable property referred to in 4.5 (b).		

(f) If the seller is aware that a sectional title register cannot be opened under section 5 of the Sectional Titles Act in relation to the immovable property in respect of which the share block scheme is or is to be operated, a statement to that effect.		
<b>4.6 PARTIES TO THE CONTRACT</b>  The names of the parties to the contract and their respective ordinary residential or business addresses in the Republic.		
<b>4.7 SHARE WHICH IS SUBJECT TO THE CONTRACT:</b>		
(a) A description of the share which is the subject of the contract.		
(b) If the share is not registered in the name of the seller when the contract is entered into, the name and address of the person in whose name it is registered.		
(c) If the share is sold by a share block developer, the number of shares held and not held by the share block developer when the contract is entered into.		
<b>4.8 PURCHASE PRICE UNDER THE CONTRACT</b>		
(a) The amounts included in or payable in addition to the amount of the purchase price to be paid under the contract, specifying the matter in respect of which each such amount is to be paid, but excluding any amount payable as a penalty or damages for breach of contract or by way of interest on arrear payments.		
(b) The annual rate of which interest, if any, is to be paid.		
(c) The amounts in which the purchase price is to be paid.		
(d) The due date or the method of determining the due date of each payment.		
(e) The place where payments are to be made.		
<b>4.9 CONTRIBUTION TO THE LEVY FUND</b>  The amount of the contribution which, when the contract is entered into, is to be made in respect of the share which is the subject of the contract, for the benefit of the levy fund established by the company for the purposes of the share block scheme.		
<b>4.10 LOAN OBLIGATION OF THE COMPANY</b>  (a) The total amount of the company's loan obligation, as reflected in its financial statements at the end of the accounting period contemplated in Section 15(5)(b) and ended not more than nine months before the date of contract.		

(b) The amount and terms of redemption of any loan comprised in the company's loan obligation which, at the date contemplated in 4.10(a), may be redeemed otherwise than in accordance with a resolution contemplated in Section 14(1) or upon the liquidation of the company.		
(c) The annual rate of the interest payable in respect of any such loan.		
(d) If the seller is a member of the company, the rights in relation to the loan obligation of the company ceded by him to the purchaser.		
(e) The balance of the amount which the purchaser is obliged to pay to the company in relation to its loan obligation.		
(f) In so far as the seller is aware a statement in relation to any resolution which may have been passed by the members of the company to increase its loan obligation.		
<p><b>4.11 INSURANCE</b></p> <p>The name and address of the insurance company which insured the immovable property, the amount of the insurance cover and the nature of the risks covered and, if no such insurance has been effected, a statement to that effect.</p>		
<p><b>4.12 DOCUMENTS TO ACCOMPANY THE CONTRACT</b></p> <p>These shall be annexed to the contract.</p>		
(a) A copy of the relevant use agreement which is to apply between the company and the purchaser, and a statement by the seller as to any material difference between it and any other such agreement between the company and any member thereof having rights and obligations similar to those of the purchaser, of which the seller is aware;		
(b) a statement setting out the number of shares allocated in respect of each part of the immovable property which is or may be the subject of a use agreement, and the amount each member is obliged to pay to the company in respect of each such part in respect of its loan obligation;		
(c) a copy of the latest audited annual financial statements of the company and a statement by the seller as to any material changes in the state of affairs of the company since the date of those statement of which the seller is aware or, if such statements are not available, a statement to that effect;		
(d) if any application in terms of the Sectional Titles Act has been or is to be made for the approval of a sectional plan in respect of any building on the immovable property, a statement as to where and when the relevant sectional plan may be inspected.		

4.13 Does Section 8A of the Share Blocks Control Act apply?	YES	NO
(a) Does the contract state whether the company intends opening a sectional title register?	If YES, state PAGE NO _____	CLAUSE NO _____
(b) If the company does intend to open a sectional title register, has the guarantee in terms of Section 8A(2) of the Share Blocks Control Act been furnished to the purchaser?	YES If YES, a copy must be annexed.	NO
4.14 If the Scheme is situated on agricultural land, has the Requisite consent in respect of Section 5(1)(a) of the Share Blocks Control Act been obtained?	YES If YES, a copy must be annexed.	NO
4.15(a) Is the basis upon which the levy is calculated disclosed?	YES	NO
(b) If yes, which document contains the information?	If YES, state PAGE NO _____	CLAUSE NO _____
(c) If not, is the applicant aware of the provisions of Section 13(2) of the Share Blocks Control Act	YES	NO
4.16(a) If the company intends to increase its loan obligation or encumber any of its assets, has the necessary disclosure been made in terms of Section 14(6) of the Share Blocks Control Act?	If YES, state PAGE NO _____	CLAUSE NO _____
(b) If not, is the applicant aware of the provisions of Section 14(1) of the Share Blocks Control Act?	YES	NO
4.17(a) If provision made that a member shall be entitled to the Use of specified part of the immovable property?	YES	NO
(b) Which document contains the information?	If YES, state PAGE NO _____	CLAUSE NO _____

## Part 5

### LEASE, VOLUNTARY ASSOCIATION, TRUST CLOSE CORPORATION OR OTHER

This must be completed as far as possible by adding a general comment.	PAGE NO	CLAUSE NO
<b>5.1 LEASE</b>		
5.1.1 Landlord		
5.1.2 Tenant		
5.1.3 Description of Timesharing Interest		
5.1.4 Description of land		
5.1.5 Period of lease		
5.1.6 Rental		
5.1.7 Stamp duty is payable on the lease. Who pays?		
5.1.8 Has a Managing Agent been appointed as required by Regulation 6 of the Property Timesharing Control Act?	YES	NO
5.1.9 Is the applicant aware of the provisions of Regulations 7, 8, 9, 10, 11, 12 and 13 of the Property Timesharing Control Act?	YES	NO
5.1.10 Are levies uniformly as required by Regulation 14 to the Property Timesharing Control Act?	If YES, state PAGE NO _____	CLAUSE NO _____
<b>5.2 VOLUNTARY ASSOCIATION</b>		
5.2.1 Is the voluntary association a body corporate under the common law known as a universitas?		
5.2.2 Is the voluntary association and unincorporated body corporate?		
5.2.3 Who are the founder members – names and addresses (attach a list of names and addresses if more convenient)		
5.2.4 A copy of the constitution must be attached.		
5.2.5 Does the constitution comply with the common law?		
5.2.6 Is membership transferable	YES Does the constitution specifically provide for this  YES                      NO	NO
5.2.7 How are voting rights regulated?		
5.2.8 Has a Managing Agent been appointed as required by Regulation 6 of the Property Timesharing Control Act?	YES	NO
5.2.9 Is the Applicant aware of the provisions of Regulations 7, 8, 9, 10, 11, 12 and 13 of the Property Timesharing Control Act?	YES	NO

<p>5.2.10 Are levies levied uniformly as required by Regulation 14 to the Property Timesharing Control Act?</p>	<p>If YES, state PAGE NO _____</p>	<p>CLAUSE NO _____</p>
<p><b>5.3 If the legal basis is anything other than the a foregoing the full particulars thereof must be furnished and TISA reserves the right to ask further detailed questions in regard to such a scheme.</b></p>		

**Copies of all documentation exhibited to a purchaser, or to be signed by him must be attached (e.g.)**

- 1 Alienation Agreements
- 2 Use Agreements
- 3 Application for club membership
- 4 Memorandum and Articles of share block companies
- 5 Body Corporate rules and other relevant documents including the title deeds of the relevant property
- 6 Copies of relevant documentation e.g Copy of Title Deed or Lease / Deed of Sale
- 7 Levy Budget – current year & previous year
- 8 Management accounts current year to date
- 9 Levy per timeshare week schedule
- 10 Annual calendar