



WOODHILL
RESIDENTIAL ESTATE & COUNTRY CLUB

2.

**Woodhill Homeowners Association
Approval Agreement of Estate Agency and Estate Agents**

I, the undersigned _____

on behalf of: _____ (Estate Agency)

Estate Agent's Contact numbers: _____ (W)
_____ (H)
_____ (C)

Estate Agent's e-mail address: _____

Hereby confirm that:

- 1. The Agency is fully aware of:
 - 1.1. The Woodhill Rules and Regulations
 - 1.2. The existence of the Woodhill Homeowners Association
 - 1.3. The Estate Agents Approval Policy

and hereby undertake to explain the contents thereof to all purchasers and lessees.

- 2. I/We undertake to attach a copy of the Woodhill Estate Rules and Regulations to each resale and lease document concluded by the company, together with a special condition to the sale agreement relating to Title Deed requirements.
- 3. I/We are aware that a clearance certificate is required for lodgement with each transfer, which can be obtained from the Woodhill Homeowners Association or their appointed Managing Agent, who will supply it on request.
- 4. A Clearance Certificate will only be issued if:
 - 4.1. Levies have been paid for 3 (three) months in advance.

- 4.2. Full details of the new purchaser / lessee must be furnished to the Woodhill Homeowners Association. A standard application registration form will be available to Agents from the Woodhill website: www.woodhillestate.co.za or from the HOA offices.
5. All estate agents and or agencies shall submit a copy of any lease agreement to the Associations offices 14 days prior to the tenant being registered on the security system. The Association has the right to screen tenants but the responsibility rests with the agent / agency to do the necessary screening, prior to registration. The Association also has the right to not approve a rental tenant without providing reasons for such non-approval.
 6. If an agent wishes to contact a resident, the HOA will contact the resident and leave with that resident the caller's details. It remains the prerogative of the resident as to whether they contact the caller. The HOA will not provide contact details of residents to agents.
 7. No electronic, written and/or other advertisement/signboard may claim to represent the Woodhill Homeowners Association, ignore and/or attach their own interpretation of the Woodhill Homeowners Association's Conduct Rules.
 8. Ignorance of the bylaws of the Tshwane Metropolitan Municipality in respect of signboards on public roads, be it within Woodhill Residential Estate or outside, will jeopardise the existence of this agreement. Copies of such by-laws / rules can be obtained from the Tshwane Metropolitan Municipality.
 9. No show-house boards, For Sale and/or To Let boards may be erected in Woodhill Residential Estate.
 10. No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within Woodhill Residential Estate.
 11. Door-to-door canvassing for property transactions is not permitted and estate agents may only operate on a "by appointment" basis.

12. Payment of approval and subscription fees. Any property sold by an agent / agency, must be removed from any media or electronic publications, thirty days after such sale has been concluded.
13. No approved Estate Agency may conduct any sales through an auctioneer, unless prior agreement has been made with the Woodhill General Manager.
14. The approval agreement will be valid for a period of 12 (twelve) months, expiring at the end of February each year, and shall be renewable annually by written application in the prescribed manner.
15. Any approval granted at any other time would be for the remaining portion of that year and the agreement shall expire at the end of February each year.
16. A once-off non-refundable approval fee for estate agencies and an annual subscription fee for individual agents, shall be determined from time to time by the Board of Directors. The approval fee shall become payable on the date of signing this Approval Agreement. No pro-rata subscription fee will be accepted and the full annual subscription fee, irrespective of the date of this Agreement and the approval, will become payable prior to such approval. The amount of the subscription fee for a specific year and the once-off approval fee will be communicated and invoiced to estate agencies by the HOA one month prior to the 12-month period (March to February). Irrespective of the fact that the approval fee is a once-off fee, estate agents shall annually re-apply for approval.

17. Fine Structure

A fine structure will be imposed on Estate Agents who do not adhere to the Woodhill Rules & Regulations.

17.1. R500-00 if:

- 17.1.1. Rental contracts are not presented to the HOA Offices 14 days before registration.
- 17.1.2. No credit check is provided on rental agreements
- 17.1.3. No renewal is in place for extended contracts
- 17.1.4. No internal move notification is given and in place

17.2. R650-00 if gardens of properties are not maintained by their tenants:

- 17.3. R800-00 for display of marketing material that has not been approved by the HOA
- 17.4. R1000-00 for not removing web site material and post of properties 30 days from date of transfer.
18. Approval Adjudication
- The Woodhill Homeowners Association reserves the right to approve / disapprove an agency / agent application for approval. The non-approval of an application can, among other things, be a result of non-compliance with the approval criteria, previous continuous breach of the agreement and/or related matters. If an application for approval is not approved for any reason, the applicable approval fee for the current year will be refunded to the applicant.
19. A maximum of three (3) Estate Agents per Approved Estate Agency will be allowed to market property on the Estate.
20. The agent representing ourselves to work in Woodhill Residential Estate will be:
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21. Agents are obliged to register on the Estate's biometric system so as to gain access and egress to the Estate.
22. I/We are attaching copies of our current year Fidelity Fund Guarantee Certificate, as well as our Registration Certificate with our Controlling Body and each of the abovementioned agents Certificate of Registration.
23. I/We undertake annually to provide, with the application for renewal, the abovementioned documents for the ongoing period.
24. I/We are aware that should I/we fail to comply with these rules, and notwithstanding any mandate I/we may have from the owner of a property to sell their property, the Woodhill Homeowners Association reserves the right to immediately revoke this agreement. Furthermore, should the aforesaid occur, I/we will have no right or recourse against the Woodhill Homeowners Association or any member thereof.
25. I acknowledge that this agreement and the Woodhill MOI and the Woodhill Rules together with the Estate Agents Approval Policy, copies of which are in my possession, are subject to amendment from time to time, and I/we hereby undertake to abide by

any reasonable amendment to the rules, which I/we acknowledge will always supersede the existing rules.

- 26. Intern agents need to have the agency principal, co-sign all the documents pertaining to sales and lease agreements.

I, _____ hereby confirm acceptance of the above terms and conditions on behalf of _____ (Estate Agency)

Signature

Date Signed

Agents:

Witnesses:

On behalf of the Woodhill Homeowners Association:

Name and Surname of duly authorised person

Signature

Date Signed

Witness

Witness