



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

I, the undersigned \_\_\_\_\_

on behalf of: \_\_\_\_\_ (Estate Agency)

Estate Agent's Telephone no: \_\_\_\_\_ (W)

\_\_\_\_\_ (H)

\_\_\_\_\_ (C)

Estate Agent's e-mail address: \_\_\_\_\_

Hereby confirm that:

1. The Agency and or agent is fully aware of the
  - Woodhill Homeowners Memorandum of Incorporation (MOI) and Rules and Regulations
  - The existence of the Woodhill Homeowners Association
  - The Estate Agency and Agents Approved PolicyAnd 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 and every 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 levies have been paid for 3 (three) months in advance.
5. Full details of the new purchaser / lessee have to be furnished to the Woodhill Homeowners Association at registration. A standard Application Registration form, available to Agents from the Woodhill website [www.woodhillestate.co.za](http://www.woodhillestate.co.za) or from the HOA offices.
6. 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.
7. Agents/agencies may contact the HOA office and request that an owner be contacted for permission that the owners details be made available to the agent / agency.
8. No electronic, written and / or other advertisements or signboards may claim to represent the Woodhill Homeowners Association. Agencies and agents will not ignore and / or attach their own interpretation of the Woodhill Homeowners Association's Conduct Rules
9. 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.
10. No show-house boards, For Sale and/or To Let boards may be erected in Woodhill Residential Estate.
11. No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within Woodhill Residential Estate.
12. Door-to-door canvassing for property transactions is not permitted and estate agents may only operate on a "by appointment" basis.

13. Agencies will not advertise property for sale in any media or electronic publications, where they have not been given the express right to market such by an owner of such property.
14. Any property sold by an agent/agency, must be removed from any media or electronic publications, thirty days after such sale has been concluded.
15. No approved Estate Agency may conduct any sales through an auctioneer, unless prior agreement has been made with the Woodhill General Manager.
16. 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.
17. 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.
18. 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.
19. Where approved agents are found to be not in compliance with this agreement, the Woodhill Homeowners Association reserves the right to penalise the Agency and or agent in the following manner:
  - Verbal Warning (1st occurrence related to non compliance)
  - First written warning (2nd occurrence related to non compliance)
  - Second written warning (3rd occurrence related to non compliance)

Where a second written warning has been issued and/or if the matter of non compliance caused by the Agency/Agent is deemed to be of such a serious nature, the HOA reserves the right to omit any of the warning processes and instantly terminate all such agreements with the Agency and or Agent. The HOA further reserves the right to withhold or refund any monies paid by the agency/agent.

20. 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.

21. A maximum of three (3) Estate Agents per Approved Estate Agency will be allowed to market property on the Estate.

22. The agents representing the Agency and/or agent to work at the Woodhill Residential Estate will be:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

23. Agents are obliged to register on the Estate's biometric system so as to gain access and egress to the Estate.

24. 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.

25. I/We undertake annually to provide, with the application for renewal, the abovementioned documents for the ongoing period.

26. 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.

27. 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.

28. Intern agents need to have agency principal co-sign all the documents pertaining to Policies and Procedures as well as sales and lease agreements.

I, \_\_\_\_\_ confirm the acceptance of the above terms and

conditions on behalf of \_\_\_\_\_

(Estate Agency)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agents:

Witnesses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

On behalf of the Woodhill Homeowners Association

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Witnesses:

\_\_\_\_\_

\_\_\_\_\_