

LELOKO HARTBEESSPOORTDAM HOMEOWNERS ASSOCIATION NPC

ESTATE AGENCY & AGENT POLICY & AGREEMENT

to Du Preez Accountants acting on behalf of the Leloko HOA.

Upon receipt of the Application for Registration the Leloko HOA will consider it and, if approved, will return a signed copy of the Application for Registration to the Agency.

The above-mentioned signed copy will constitute the Agreement of Registration between the Registered Agency including its Registered Agents, and the Leloko HOA.

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1. INTRODUCTION

- 1.1. A main object of the Leloko Hartbeespoortdam Homeowners Association NPC (the “Leloko HOA”) is to advance and protect the communal interests and the safety and welfare of its members in the course of promoting the Estate.
- 1.2. It is therefore the responsibility of the Board of Directors of the Leloko HOA to implement and maintain security and other relevant measures aimed at protecting its members’ interests, privacy and properties and the character of the Estate whilst also providing

estate agencies and their agents with a fair and equal opportunity to market the Estate and conclude transactions related thereto.

- 1.3. This policy sets out the conditions with which estate agencies and their agents must comply to operate on the Estate.

2. REGISTRATION OBLIGATORY

- 2.1 Any immovable property transaction at Leloko Estate, whether it be the sale or purchase of land or the letting of any immovable property on a monthly, weekly or daily basis, may only be executed by:

- 2.1.1. a registered estate agent; or

- 2.1.2. the owner of the property and/or its legal representative; and strictly

- 2.1.3. in compliance with this policy, the Leloko Conduct Rules, the Architectural Guidelines, the Procedures for Building and Building Contractors and the Memorandum of Incorporation as applicable.

3. REGISTRATION REQUIREMENTS

All Estate Agencies and Agents who wish to conclude or negotiate property transactions at Leloko Estate must follow the procedure for Registration set out herein, fully comply with these conditions for Registration and pay the required Registration fees prior to embarking on any activity on the Estate aimed at marketing, selling or letting an immovable property.

4. APPLICATION FOR REGISTRATION

- 4.1. Estate Agencies and Agents must submit the following documents to the Leloko HOA's management agents for the Leloko HOA to consider Registration:

- 4.1.1 The completed **Annexure A** as attached hereto for each agent;

- 4.1.2 Written proof of registration of the Estate Agency's principal with the Estate Agency Affairs Board (the "EAAB") including a copy of its current fidelity fund certificate and proof of compliance with any other statutory or mandatory obligations which may be applicable or become applicable in respect of the Estate Agency and/or its agents during the Registration validity period; and

- 4.1.3 Written proof of registration with the EAAB for each of the agents operating on behalf of the Estate Agency at Leloko Estate including a copy of each person's current fidelity fund certificate.

5. REGISTRATION FEES

- 5.1 The annual Registration fees payable are as follows:
- 5.1.1 Sales Agencies: R3,500.00 per Estate Agency;
 - 5.1.2 Rental Agencies: R2,500.00 per Estate Agency;
 - 5.1.3 or as determined by the Board of Directors from time to time.
- 5.2 An agency who wishes to accredit for the selling *and* renting of properties is only required to pay the amount due for a 'sales agency'. An agency registered for the renting of properties may also become a 'sales agency' upon payment of the difference between the amount payable for a rental and a sales agency and subject to the fulfilment of any other requirements which the Leloko HOA may impose.
- 5.3 Registration fees will be invoiced by the management agents of Leloko HOA during January for the next twelve (12) month period extending from March to February ("the forthcoming period") and the Registration fees are payable in advance before the end of February for the forthcoming period.
- 5.4 The Registration afforded to an Estate Agency will not take effect until such time as the annual Registration fee is paid in full.
- 5.5 No pro rata Registration fee will be accepted.
- 5.6 If an application for Registration is not approved for whatsoever reason, the Registration fee will be refunded to the applicant.
- 5.7 If a Registration approval is withdrawn during the term of Registration, the Registration fee will be forfeited to the Leloko HOA.
- 5.8 The Registration fee must be paid into the Leloko HOA bank account, the details of which are the following:

LELOKO HARTEBESPOORTDAM ASSOCIATION NPC

First National Bank

Account number: 62140291717

Branch Code: 250 655

Reference: "*Agency name*"

6. REGISTRATION CONDITIONS

- 6.1 The Leloko HOA will not impose any limitation on the number of Estate Agencies that may obtain Registration, but not more than two (2) agents may be registered by an Estate Agency to operate at Leloko.
- 6.2 Each registered agency must every year, together with payment of its Registration renewal fees, submit a newly completed **Annexure A** in respect of each agent it wishes to have registered by the Leloko HOA.
- 6.3 The Leloko HOA reserves the right to approve or disapprove an application for Registration of an estate agency and/or any of the agents, or to withdraw the Registration of an agency and/or any of its agents.
- 6.4 Registered estate agents who are members of the Leloko Hartbeespoortdam Homeowners Association NPC must at all times be in good standing with the Leloko HOA in all aspects pertaining to the Memorandum of Incorporation and Rules of the Estate including the payment of general and service levies.

7. AGENCY AND AGENT OBLIGATIONS

- 7.1 Once registered, estate agencies and agents must register with the Estate Administrator, Karien Viviers (admin@lelokohoa.co.za).
- 7.2 Registered estate agents must be in possession of a written mandate signed by the owner or the lessor of the property he/she rents, sells or shows.
- 7.3 By signing and entering into the Registration Agreement, an registered agency and its agents undertakes to:
- 7.4 Abide by the stipulations of this policy, the Leloko Conduct Rules, the Architectural Guidelines, the Procedures for Building and Building Contractors and the Memorandum of Incorporation, or a consolidated Leloko Rules document;
- 7.5 Include the Leloko Conduct Rules, the Architectural Guidelines, the Procedures for Building and Building Contractors, the Memorandum of Incorporation, or a consolidated Leloko Rules document, and any other relevant policies as may be required by the Leloko HOA in sale and lease agreements; and
- 7.6 Inform the buyer or tenant of the general and services levies payable on a monthly basis to the Leloko HOA, the quarterly grass-cutting fees levied by the HOA on empty stands and the property rates payable to the Madibeng Local Municipality.
- 7.7 Registered estate agents involved in the leasing of properties must do an ITC in respect of any prospective tenant which must be made available to the owner on whose behalf the property is rented out.

- 7.8 The Leloko HOA must be notified of all property transactions through the submission of a completed **Annexure F** including the Credit Check, e.g. ITC, in respect of each rental transaction, to the Estate Administrator within 7 (seven) days of the conclusion of a transaction or lease agreement.
- 7.9 Agents are required to inform lessors of property in writing prior to the conclusion of a lease agreement that the Leloko HOA reserves the right to:
 - 7.9.1 Deactivate a tenant's fingerprint access to the Estate if the general levy or services' levy payment applicable to the property falls into arrears; and
 - 7.9.2 Request a lessor to terminate a lease should its tenant continuously contravene the rules of the Estate.

8. AGENCY AND AGENT RULES

- 8.1 Registered estate agents must meet prospective buyers and tenants at the entrance gate and escort them back to the entrance gate.
- 8.2 Clients accompanying estate agents must complete all security documentation at the entrance gate and security will inform the Estate Administrator.
- 8.3 Agents and their clients must at all times adhere to the Leloko Rules and agents will be held responsible for their clients' actions while on the Estate.
- 8.4 Agents are not allowed to give any instructions to the staff, security officers or any other services providers contracted by the Leloko HOA.
- 8.5 Security officers may under no circumstances be used for marketing or furtherance of agents' interests whatsoever.

9. LELOKO HOA RESPONSIBILITIES

- 9.1 The following services and documentation will be provided to assist registered estate agents:
 - 9.1.1 **Annexures B to E** as listed herein will be obtainable from the management agents or Estate Administrator of the Leloko HOA and will also be available on the Leloko website, i.e. www.lelokohoa.co.za;
 - 9.1.2 **Annexures B to E** as listed herein will be obtainable from the management agents or Estate Administrator of the Leloko HOA and will also be available on the Leloko website, i.e. www.lelokohoa.co.za;
 - 9.1.3 A list of all registered agencies and agents and their contact details will be listed on the Leloko website and on request will be made available at the

main gate to prospective buyers and will also from time to time be included in Leloko Communiques;

- 9.1.4 Owners will be encouraged to make use of the registered estate agencies to market and sell their properties;
- 9.1.5 All registered estate agencies and agents will be treated on an equal basis for purposes of promoting and selling or rental of properties on the Estate with the exclusion of marketing drives of the Developer for which it may choose specific registered agencies and/or agents; and
- 9.1.6 Registered estate agencies and agents will be able to obtain a map of Leloko Estate from the Leloko website.

10. MARKETING, ADVERTISING AND SIGNAGE

10.1 SHOW HOUSES

- 10.1.1 Registered agents are allowed to show property from 11h00 to 18h00 on Saturdays, Sundays and public holidays except the 25th of December and the 1st of January.
- 10.1.2 All show houses must be under the direct control of the relevant registered agent or his registered representative (house sitter) for the duration of the show day.
- 10.1.3 Agents must submit a list of show property 48 (forty eight) hours prior to the weekend or public holiday of the intended show to the Estate Administrator via e-mail at admin@lelokohoa.co.za which list will, upon request, be made available by the Estate Administrator via e-mail to prospective buyers.
- 10.1.4 If the Estate Administrator receives no notification of a show house/s the registered agent may not show the house/s on the intended day.

11. HOUSE SITTERS

- 11.1 It is the Leloko HOA's prerogative to allow house sitters and only on show days.
- 11.2 Only persons that are in possession of a current valid fidelity fund certificate will be allowed as house sitters on show days.
- 11.3 If an registered agency wishes to use a house sitter/s for a show house/s it must include a name list of such house sitters with the list of show houses submitted to the Estate Administrator as required in clause 10.1.3. providing the following details of each house sitter: name, identity number, vehicle registration

number, contact telephone numbers and a copy of the house sitter's current fidelity certificate.

12. ADVERTISING AND SIGNAGE

12.1 "On Show" or "To Let" signs may be erected and displayed in front of a vacant stand or show house from 14h00 on the day preceding the show day and for the duration of the show day but on no other days.

12.2 "Sole Mandate" signs will be allowed on show days subject to the same conditions as per clause 10.3.1 provided the agent has a written, signed sole mandate from the owner and a copy of which has been provided to the Estate Administrator.

12.3 Only one sign board per property is allowed.

12.3.1 Four (4) pointer boards to a show house will be allowed on show days only.

12.3.2 Only one "On Show" or "To Let" board per agency may be placed on the grass outside the Estate on show days; which board must be on estate property, at least twenty (20) meters before the entrance of Leloko Estate, not obscure motorists' view of the provincial road and further comply with applicable by-laws of the Madibeng Local Municipality.

12.3.3 The maximum allowed size of all sign boards is 960mm x 600mm.

12.3.4 One banner, two flags and one set of bunting is allowed to be displayed at show houses on show days.

12.3.5 On completion of the show house time, all boards, banners, flags and bunting must be removed. Any remaining boards or other advertising material will be confiscated by the Leloko HOA and a fine issued to the agency.

12.3.6 At no time may awnings of whatever nature be erected on open stands that are for sale.

12.3.7 At no time may "For Sale" or "To Let" boards be displayed in the windows of houses.

12.3.8 No Leloko logos or any reference to the Leloko HOA on agency signboards, marketing or advertising material are allowed. Similarly, no electronic material of whatever nature may claim to represent the Leloko HOA.

12.3.9 In respect of forced sales (sequestrations and liquidations) one signboard may be erected in front of the property on the day of auction and removed after the auction.

12.3.10 One “Sold” or “Let” board may be displayed on a sold or leased property for a period of one (1) month following the date of sale or lease.

12.3.11 No flyers or promotional material may be distributed at, or outside the entrance to the Leloko Estate, or distributed within the Leloko Estate. In the event that such material is found to have been distributed, the Leloko HOA will be entitled to confiscate the material and refuse any further advertising by the registered agency and agent concerned.

13. MEMBERS NOT USING AN REGISTERED AGENT FOR SELLING OR RENTAL

14. Should an owner wish to sell or rent his own property, the conditions related to the marketing, advertising and selling of the property as set out in this policy shall apply *mutatis mutandis* to such an owner and must be adhered to.

15. Nothing in this policy shall prohibit the Leloko HOA to exempt an owner of any of these conditions on the basis of it being a forced sale and upon receiving a written application in this regard substantially motivating justification for the exemption applied for.

16. BREACH OF CONDITIONS

16.1 Leloko HOA shall take action against any registered agency and any of its agents who are in breach of any condition of this policy including its annexures. Depending on the circumstances and as determined by the Leloko HOA such steps may include suspension or withdrawal of Registration including the forfeiture of Registration fees.

16.2 Failure to submit required information or the submission of false or misleading information by an agency or any of its agents will result in immediate withdrawal of the Registration of the agency or the agent or both.

16.3 Should a registered agent, who is also a member of the Leloko HOA, fail to pay his/her general levy and/or services levy, or in any manner fail to be in good standing with the Leloko HOA, or who has been found guilty of a transgression of the Leloko Conduct Rules, the Architectural Guidelines, the Procedures for Building and Building Contractors or the Memorandum of Incorporation, or has failed to pay a penalty instituted in terms of the transgression, the Registration of the said agent will be suspended until such time as the Leloko HOA is satisfied that any conditions it may impose have been met.

16.4 A registered agent or agency would be entitled to make a written submission to the Leloko HOA should its Registration be suspended or withdrawn.

17. ANNEXURES

A – Registration Application / Agreement

B – Leloko HOA Memorandum of Incorporation

C – Leloko Conduct Rules

D – Leloko Architectural Guidelines

E – Leloko Procedures for Building and Building Contractors

F – Notification of Property Transaction

ANNEXURE A

**APPLICATION FOR REGISTRATION WITH LELOKO HOA FOR
SELLING AND LETTING OF PROPERTIES WITHIN THE LELOKO ESTATE**

AGENCY PARTICULARS

(a) NAME OF AGENCY: _____

(b) PHYSICAL ADDRESS OF AGENCY: _____

(c) POSTAL ADDRESS OF AGENCY: _____

(d) TEL. NO. OF AGENCY: _____

(e) FAX NO. OF AGENCY: _____

(f) CELL NO. OF AGENCY ADMINISTRATOR: _____

(g) E-MAIL OF AGENCY ADMINISTRATOR: _____

(h) PRINCIPAL OF AGENCY: _____

(i) TEL. NO. OF PRINCIPAL: _____

(j) FAX NO. OF PRINCIPAL: _____

- (k) CELL NO. OF PRINCIPAL: _____
- (l) E-MAIL OF PRINCIPAL: _____
- (m) AGENCY CERTIFICATE OF REGISTRATION WITH THE EAAB: _____
(current attached)
- (n) FIDELITY FUND CERTIFICATE OF AGENCY: _____
(current attached)
- (o) FIDELITY FUND CERTIFICATE NO. OF PRINCIPAL: _____
(current attached)
- (p) AGENCY COMPLIANCE WITH OTHER STATUTORY/MANDATORY OBLIGATIONS:

(listed and attached OR marked if not applicable)

AGENTS PARTICULARS: (note not more than two agents per agency are allowed)

AGENT 1

- (a) FULL NAMES & SURNAME: _____
- (b) PHYSICAL ADDRESS OF AGENT: _____

- (c) POSTAL ADDRESS OF AGENT: _____
- (d) TEL. NO. OF AGENT: _____
- (e) FAX NO. OF AGENT: _____
- (f) CELL NO. OF AGENT: _____
- (g) E-MAIL OF AGENT: _____
- (h) AGENT CERTIFICATE OF REGISTRATION WITH THE EAAB: _____
(current attached)
- (i) FIDELITY FUND CERTIFICATE OF AGENT: _____
(current attached)
- (j) COMPLIANCE WITH OTHER STATUTORY/MANDATORY OBLIGATIONS:

(listed and attached OR marked: not applicable)

(k) IDENTITY NO.: _____
(certified copy attached)

(l) MAKE OF VEHICLE: _____

(m) VEHICLE REG NO.: _____
AGENT 2

(a) FULL NAMES & SURNAME: _____

(b) PHYSICAL ADDRESS OF AGENT: _____

(c) POSTAL ADDRESS OF AGENT: _____

(d) TEL. NO. OF AGENT: _____

(e) FAX NO. OF AGENT: _____

(f) CELL NO. OF AGENT: _____

(g) E-MAIL OF AGENT: _____

(h) AGENT CERTIFICATE OF REGISTRATION WITH THE EAAB: _____
(current attached)

(i) FIDELITY FUND CERTIFICATE OF AGENT: _____
(current attached)

(j) COMPLIANCE WITH OTHER STATUTORY/MANDATORY OBLIGATIONS:

(listed and attached OR marked: not applicable)

(k) IDENTITY NO.: _____
(certified copy attached)

(l) MAKE OF VEHICLE: _____

(m) VEHICLE REG NO.: _____
DECLARATION BY AGENCY:

The agency undertakes to adhere to this policy as well as the following documents/policies of the Leloko HOA, be it as separate documents as listed herein or a consolidated document:

- Memorandum of Incorporation;
- Conduct Rules
- Architectural Guidelines
- Procedures for Building and Building Contractors

DECLARATION BY EACH AGENT:

Each agent undertakes to adhere to this policy as well as the following documents/policies of the Leloko HOA, be it as separate documents as listed herein or a consolidated document:

- Memorandum of Incorporation;
- Conduct Rules
- Architectural Guidelines
- Procedures for Building and Building Contractors

THUS DONE AND SIGNED BY THE AGENCY

At _____ on this the _____ day of _____ 2017

FOR AND ON BEHALF OF THE AGENCY WHO WARRANTS BY HIS/HER SIGNATURES THAT HE/SHE IS
DULY AUTHORISED

In the presence of the undersigned witness:

AS WITNESS:

1. _____ 2. _____

THUS DONE AND SIGNED BY THE AGENTS

At _____ on this the _____ day of _____ 2017

AGENT 1

AGENT 2

In the presence of the undersigned witness:

AS WITNESS:

1. _____ 2. _____

LELOKO APPROVAL

The Leloko HOA declares that it has considered the application for Registration and hereby grants approval thereof subject to the application Registration amount being settled in full.

THUS DONE AND SIGNED BY THE LELOKO HOA

At _____ on this the _____ day of _____ 2017

FOR AND ON BEHALF OF THE LELOKO HOA WHO WARRANTS BY HIS/HER SIGNATURES THAT HE/SHE IS DULY AUTHORISED

In the presence of the undersigned witness:

AS WITNESS:

1. _____ 2. _____

ANNEXURE F

NOTIFICATION OF PROPERTY TRANSACTION

(To be completed in respect of every sale and lease and submitted to the Leloko HOA within seven days of signing thereof)

1. REGISTERED AGENT PARTICULARS

1.1. NAME OF AGENCY: _____

1.2. NAME OF AGENT: _____

1.3. TEL. NO. OF AGENT: _____

1.4. CELL NO. OF AGENT: _____

1.5. E-MAIL OF AGENT: _____

2. NEW OWNER PARTICULARS (PRIVATE)

2.1. NAME OF OWNER: _____

2.2. ID NO OF OWNER: _____

2.3. CELL NO OF OWNER: _____

2.4. E-MAIL OF OWNER: _____

3. OWNER PARTICULARS (BUSINESS)

3.1. NAME OF BUSINESS: _____

3.2. BUS REG NUMBER: _____

3.3. NAME OF PRIVATE INDIVIDUAL: _____

3.4. CELL NO OF OWNER: _____

3.5. E-MAIL OF OWNER: _____

3.6. REGISTERED ADDRESS: _____

3. TENANT PARTICULARS (LESSEE)

TENANT / LESSEE		PARTNER / SPOUSE
	Surname	
	Full Names	
	ID/Passport Number	
	Date of Birth	
	Place of Birth	
	Previous Home Address	
	Current Postal Address	
	Telephone No - Home	
	Telephone No - Work	
	Cell Phone No	
	E-mail Address	
	Marital Status	
	Employer	
	Make of Vehicle	
	Registration of Vehicle	
Permanent Occupants:		
Adults:		

Children:
Animals: (names, breed, colour)
Service Providers:
Gardening services:
Domestic services:
Other:

4. ANNEXURES:

4.1 CERTIFIED COPIES OF TENANT & SPOUSE/PARTNER IDENTIFICATION DOCUMENTS

4.2 COPY OF SIGNED LEASE AGREEMENT