



ESTATE AGENCY POLICY

1. INTRODUCTION

- 1.1. Whereas the main business of the Pecanwood Estate Homeowners Association NPC incorporates the promotion, advancement and protection of communal interests, the safety and welfare of its members, the promotion of the Pecanwood Estate, maintaining and preserving the specific characteristics associated with a lifestyle at Pecanwood Estate and also to sustain the value of properties on the Estate; and whereas
- 1.2. These objectives are achieved by *inter alia* the introduction and the implementation of security measures for controlled access to the Pecanwood Estate, by maintaining and controlling the aesthetic appearance of buildings and improvements on the Pecanwood Estate, the adoption and implementation of the Code of Conduct and to regulate Estate Agencies conduct on the Pecanwood Estate; and
- 1.3. Residents and members choose to reside at Pecanwood Estate due to its peaceful and secure surroundings; and
- 1.4. The Board of Directors are empowered to adopt rules to have these business objectives of the Pecanwood Homeowners Association NPC achieved; then
- 1.5. It is therefore the responsibility of the Board of Directors to ensure that residents' privacy and property are protected by the introduction of Estate Agency rules and a policy in respect of the conduct of Estate Agencies on the Estate.
- 1.6. It is the right and expectation of each member to dispose of his or her property on Pecanwood Estate in accordance with this Policy and/or Code of Conduct of the Pecanwood Estate Homeowners Association NPC and the Board of Directors must ensure that such rights can be executed with as little as possible disturbance to other members.
- 1.7. These rules and policy are formulated in order to curtail any disturbances and to comply with the Memorandum of Incorporation of Pecanwood Estate Homeowners Association NPC.
- 1.8. It is an underlying principle of this policy that there may not be discrimination against Estate Agencies as service providers to the extent that limited procedures, rules and regulations must be equally applicable to all other service providers with reference to their applicable policies regarding the rendering of services (with specific reference to advertising) at Pecanwood Estate.
- 1.9. Once accepted as policy, agreements would be concluded with each Estate Agency and its Agents, to ensure compliance with these conditions and the Code of Conduct of Pecanwood Estate Homeowners Association NPC.

2. PERMISSIBLE TRANSACTIONS

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

- 2.1.1. Registered Estate Agent, or
 - 2.1.2. The owner of the property and/or its legal representative,
- Subject to this policy and/or the Code of Conduct.

3. ESTATE AGENT DEFINITION

- 3.1. Registered Estate Agents / Agencies - These are defined as parties who are registered with the Estate Agencies Affairs Board of South Africa ("EAAB") and are in the possession of a valid Fidelity Fund Certificate. Subject to registration with PHOA they are permitted to operate on the Estate.
- 3.2. Non-Registered Agents / Agencies - These are defined as Agents/ Agencies who are not registered with the Estate Agency Agent Affairs Board of South Africa and /or are not in possession of a valid Fidelity Fund Certificate.
Such Agents/ Agencies are not entitled to conduct business on the Estate in any way, shape or form.

4. ESTATE AGENCY REGISTRATION

4.1. Registration

- 4.1.1. All Estate Agencies and Agents who are contracted to conclude or negotiate property transactions at Pecanwood Estate shall obtain prior registration from the Pecanwood Estate Homeowners Association NPC.
- 4.1.2. Such registration shall include the signing of an agreement with the Pecanwood Estate Homeowners Association NPC and the payment of the required fees where applicable.
- 4.1.3. An Estate Agency applying for registration shall also provide the PHOA with certified copies of the Principal's EAAB Certificate / Fidelity Fund Certificate annually – also these documents in respect of each Agent representing the Agency.
- 4.1.4. It will be required of new applicants to attend a 2 (two) day Induction and Orientation session, on the governing documents, policy and procedures, and complete an open book evaluation and achieve an 85% pass mark

4.2. Number of Registered Estate Agencies

- 4.2.1. The number of Registered Estate Agencies are limited to ten (10) agencies, each with two (2) agents
 - 4.2.1.1. Homeowner Member's of which the Principal of the Agency, resides on the estate is restricted to eight (8)
 - 4.2.1.2. Non-Homeowner Agencies is restricted to two (2)

4.3. Registration Duration

- 4.3.1. The registration agreements with Estate Agencies will be renewed on 1 July and will be valid for a period of two (2) years.

4.3.2. The agreement will terminate at the end of the two (2) years and a new application needs to be submitted two (2) months before the end of the period on the prescribed application form.

4.4. Registration Fee – Accredited Agents

4.4.1. The annual registration fee for Estate Agencies shall be determined from time to time by the Board of Directors.

4.4.2. The registration fee shall become payable on 1 July annually or pro-rata if a vacancy is filled.

4.4.3. The amount of the registration fee for a specific year will be communicated (invoiced) to Estate Agencies by the PHOA one month before the end of the registration period. The said fee will be annually reviewed and published in the schedule of fees as approved by the Board as part of the budget process.

4.4.4. The annual amount payable in respect of Registration for Estates Agencies may be subject to change from time to time, at the sole discretion of the Pecanwood Estate Homeowners Association NPC.

4.4.5. The registration will not take effect until the annual registration fee is paid in full.

4.5. Registration Adjudication: The PHOA reserves the right to approve and/or not approve an application for registration. The non-approval of an application could inter alia be a result of non-compliance with the registration criteria, previous continuous breach of the agreement and/or other related matters.

4.6. Registration Procedure – Agencies / Agents

4.6.1. The Pecanwood Estate Homeowners Association NPC reserves the right to approve, withdraw and/or decline any application for registration.

4.6.2. If any application for registration is declined for whatsoever reason, the registration fee will be refunded to the applicant.

4.6.3. If registration is withdrawn during the term of registration, the registration fee will be forfeited to the Pecanwood Estate Homeowners Association NPC.

4.6.4. Proof of payment must be attached to the Estate Agency's registration application.

4.6.5. The registration fee must be paid into the Pecanwood Estate Homeowners Association NPC banking account details:

Name:	Pecanwood Estate Homeowners Association
Bank:	FNB
Branch:	Hartbeespoort
Account No:	627 703 28930
Branch Code:	250044
Type:	Cheque

5. **COMMITMENTS BY THE PECANWOOD ESTATE HOMEOWNERS' ASSOCIATION NPC IN RESPECT OF THE REGISTRATION AGREEMENTS TO BE ENTERED INTO WITH ESTATE AGENCIES UPON REGISTRATION**

5.1. The Pecanwood Estate Homeowners Association NPC commits itself to take reasonable steps to provide the following services and documentation to registered Estate Agencies:

- 5.1.1. The provision of all Pecanwood Estate Homeowners Association NPC required forms for the conclusion of an immovable property transaction upon request.
 - 5.1.2. The provision of stand/street maps.
 - 5.1.3. Ensure that individual homeowners selling their own property adheres to all applicable rules as stipulated in the Conduct Rules for Estate Agencies and the enforcement of the applicable penalties as stipulated in terms thereof in case of non-compliance with such rules.
 - 5.1.4. Encourage residents to make use of the Registered Estate Agencies and Agents to market and sell their properties at Pecanwood Estate.
 - 5.1.5. Make available to all proposed purchasers and sellers a list of all the Registered Estate Agencies and their contact details on an official list.
 - 5.1.6. Include a list of Registered Estate Agencies contact details in the Pecanwood E-Newsletter.
 - 5.1.7. List the contact details of the Registered Agencies on the Pecanwood Estate Homeowners Association official web page.
 - 5.1.8. Make available on a single document in the form of an addendum, all procedures, rules and regulations applicable to buyers, sellers and tenants to be included in the sale and lease agreements.
 - 5.1.9. Make available a facility for Registered Agencies to place their details on the board outside the Main Gate entrance. The information must be provided by the respective Agencies.
 - 5.1.10. Ensure that all Registered Estate Agencies and Agents are treated on an equal basis for all purposes of promoting the selling or rental of immovable properties at the Pecanwood Estate.
 - 5.1.11. Appropriate Golf Cart Signage in respect of any Cart/s owned by the Agents/ Agencies concerned.
 - 5.1.12. Registered Agencies information board to be displayed in the Security Reception at Main Gate. Information Board listing Registered Agents at Clubhouse/ Pro Shop Entrance.
 - 5.1.13. Distribution of Welcome Packs by PHOA to new Owners / Lessees,
 - 5.1.14. Own Agency access pin (OTP) for clients instead of an access pin from their private residential addresses.
 - 5.1.15. Accredited Agencies to have the first option in respect of any sponsorship / Advertising opportunities
 - 5.1.16. The Principal Members to convene and to draft a Code of Conduct which will bind the Agency and Agents, to abide by the fundamental values that underpin all activities of the Registered Estate Agents.
- 5.2. The PHOA commits itself to take reasonable steps to provide the following service to, Estate Agencies and Agents, and Owners or its Legal Representative.

- 5.2.1. The provision of all PHOA's required forms for the conclusion of a property transaction, upon request and the payment of the prescribed clearance certificate fee as determined from time to time by the Board of Directors
- 5.2.2. Sale Transactions. Assurance that the PHOA will endeavour to issue clearance certificates within 10 (ten) working days, provided:
 - 5.2.2.1. That with the Pre-Sale Inspection no non-compliance of the aesthetical guidelines is recorded.
 - 5.2.2.2. All information/documents are completed
 - 5.2.2.3. The member is in good standing with his levy accounts and all other fees.
- 5.2.3. Lease Transactions. Assurance that the PHOA will endeavour to approve the lease agreement within 10 (ten) working days, provided:
 - 5.2.3.1. That with the Pre-Lease Inspection no non-compliance of the aesthetical guidelines is recorded.
 - 5.2.3.2. All information/documents are completed
 - 5.2.3.3. The Vetting process provides a clear record of no involvement in illicit activities as prescribed by the Vetting and Enrolment Policy.
 - 5.2.3.4. The member is in good standing with his levy accounts and all other fees.

6. ESTATE AGENCY CONDITIONS

- 6.1. By entering into the registration agreement, a Registered Estate Agency accepts the following conditions:
 - 6.1.1. The Pecanwood Estate Homeowners Association's Memorandum of Incorporation and Code of Conduct will be adhered to at all times;
 - 6.1.2. The inclusion of all procedures, rules and regulations in sale and lease agreements as stipulated;
- 6.2. All Estate Agencies and/or their duly appointed representatives who are **members** of the Pecanwood Estate Homeowners Association NPC will be required to be in good standing with the Pecanwood Estate Homeowners Association NPC in all aspects of the rules of the Estate.
- 6.3. Specific attention will be paid by Estate Agencies in respect of the access control policy of Pecanwood Estate Homeowners Association NPC and due notification will be given to Pecanwood Estate Homeowners Association NPC of property transactions, including, without limitation thereto, the letting of property;
- 6.4. All rental properties must be registered with the Pecanwood Estate Homeowners Association NPC office, and before the Lease Agreement is signed and approved by the PHOA, the Tenants needs to be Vetted in terms of the Code of Conduct.
- 6.5. Please note that at the end of the Lease period and before renewal can take place a Pre Lease Inspection of the property will take place by the Estates Architectural department, and if in non-compliance, the property needs to be maintained to the said standard before the lease will be approved by the PHOA. The fee for the Pre-Lease Inspection is determined by the Board from time to time and will be published in the annual schedule of fees.
- 6.6. All Estate Agencies shall apply individually for access to Pecanwood Estate in terms of Pecanwood Estate Homeowners Association NPC access control policy and shall adhere to such policy at all times.
- 6.7. All viewing of houses or vacant land for sale shall be by appointment only and subject to strict compliance with all Security Rules and protocols in place on the Estate from time to time.

- 6.8. All Registered Estate Agencies shall, within 7 (seven) days of the conclusion of any transaction, notify the Pecanwood Estate Homeowners Association NPC of:
- 6.8.1. Any successful sale transaction of land within the Estate. (The word “sale” in this regard shall include: the transfer of a member’s interest in a Close Corporation or a transfer of shares in a Company or a change of Trustees and/or beneficiaries of a Trust, whenever such transfer or change shall result in an effective change of control of such Close Corporation, Company or Trust);
 - 6.8.2. Any rental of a property within the Estate inclusive of stand number and street address; with an electric copy of the lease agreement approved by the Community Association Manager.
 - 6.8.3. The contact particulars of any new purchaser/tenant, including their name, telephone numbers and occupation, as well as similar details for the transferring attorney in the event of a sale.
 - 6.8.4. The previous owner / tenants’ details, price of sale or monthly rental amount, sizes of house and stand (only if a sale), date of sale and date of transfer.
- 6.9. Details of visitors who rent property on the Estate on a short term/leisure basis must be forwarded to security@pecanwoodhoa.co.za 72 hours before the arrival of such guests.

7. ADVERTISEMENTS / SIGNBOARDS

- 7.1. Estate Agencies will be required to adhere to all conditions relating to the erection of advertisements / signboards, which will be embodied in detail in the agreement, and will include the following:
- 7.1.1. The Name “Pecanwood” and the Pecanwood Logo are subject to a registered trademark owned by the Pecanwood Estate Homeowners Association NPC and may not be used.
 - 7.1.2. No electronic and/or written and/or other advertisement / signboard may claim to represent the Pecanwood Estate Homeowners Association NPC and/or ignore and/or attach its interpretation of the Pecanwood Estate Homeowners Association NPC Conduct Rules.
 - 7.1.3. No flyers or promotional material may be distributed at/or outside the gates to the Estate under any circumstances unless authorised in writing by the Community Association Manager before attending thereon. In the event that any pamphlets or promotional material is found to have been distributed and/or found on the Estate, the Community Association Manager will be entitled to confiscate the pamphlets or promotional material and to refuse any future advertising by the Agent/Agency concerned, and act against the said agency/agent in terms of the code of conduct
- 7.2. Non-adherence to the by-laws/rules of the Municipality of Madibeng’ Town Council in respect of signboards on public roads whether it is within Pecanwood Estate or outside the Estate may result in the cancellation of the registration agreement. Copies of such by-laws/rules can be obtained from the Municipality of Madibeng’ Town Council.
- 7.3. No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within Pecanwood Estate.
- 7.4. Estate Agencies may only operate on a “by appointment” basis.
- 7.5. A Registered Agency shall observe the following promotional/advertising rules:

- 7.5.1. No advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall be permitted outside or on houses or within the Estate.
- 7.5.2. No awnings of whatever nature shall be permitted on open stands that are for sale.
- 7.5.3. No advertising of whatever nature may be displayed on Golf Carts, other than in respect of Registered Agents.

8. MEMBER TRANSACTIONS IN THE ABSENCE OF A REGISTERED/ ACCREDITED AGENCY

- 8.1. Should a member execute his/her own property transaction, the following conditions shall apply:
 - 8.1.1. Such a member shall only advertise the property under its name and telephone number.
 - 8.1.2. The member shall notify the Pecanwood Estate Homeowners Association NPC in writing of his/her intention, and to obtain copies and to accept all the conditions relating to a property transaction as embodied in this policy and the Estate Agency Registration Agreement and undertake to adhere to such conditions. The said conditions shall apply to the homeowner *mutatis mutandis*. Nothing in this policy shall preclude the Directors of Pecanwood Estate Homeowners Association NPC from granting an exception to any owner from compliance with this policy in the case of a forced sale and upon application and on good cause shown.
 - 8.1.3. A non-refundable deposit, as determined from time to time by the Board of Directors shall be paid by the owner to the PHOA before commencement (marketing) of the property transaction, which deposit will be used for administration of the transaction, issuing of the clearance certificate and any other costs/charges which may be due to the PHOA, notwithstanding any other payments required in terms of the Memorandum of Incorporation and/or Estate Rules and Regulations of PHOA. The deposit will be promulgated in the schedule of fees on an annual basis.
 - 8.1.4. All agencies who rent houses out on a "*Leisure Rental*" basis are to provide the Pecanwood Estate Homeowners Association NPC with a mandate from the owner of the property authorising the respective agency to conduct rental transactions in respect of their properties.
 - 8.1.5. All "*Leisure Rental*" approvals and process is described by the Leisure Rental Policy and Procedures.

9. BREACH OF CONDITIONS

- 9.1. Provision will be made in the registration agreement that Pecanwood Estate Homeowners Association NPC will reserve its rights to take steps against any Registered Estate Agency that breaches any condition of the terms of the registration agreement, this policy, the Code of Conduct or any other directive, rule of law applicable to such Estate Agency or such transaction. The Board of Directors reserves the right to suspend any agency from approved the list if any valid transgression has been reported to the PHOA.
- 9.2. It is therefore accepted that should any Registered Estate Agency or its appointed Estate Agent breach a condition of the registration agreement, such Agent/Agency may:
 - 9.2.1. Have their Registration summarily cancelled and/or not renewed.
 - 9.2.2. Forfeit the annual Registration fees and any other sums paid for that year.

- 9.3. The Pecanwood Estate Homeowners Association NPC may summarily cancel and withdraw a Registered Agencies registration, *inter alia*, in the event of:
- 9.3.1. Any transgression or breach of Pecanwood Estate Homeowners Association NPC Rules; or
 - 9.3.2. Any conduct which, in the opinion of the Pecanwood Estate Homeowners Association NPC, is not in line with the interests of the Pecanwood Estate Homeowners Association NPC or its membership; or
 - 9.3.3. Any failure to observe the Pecanwood Estate Homeowners Association NPC Rules or any direction or instruction of the Pecanwood Estate Homeowners Association NPC, its Board of Directors or the Community Association Manager.
- 9.4. In the event that a cancellation of registration is being considered the reasons for any such cancellation of registration will be communicated to the Agency or Agent concerned, in writing, at the discretion of the Pecanwood Estate Homeowners Association NPC.
- 9.5. On receipt of such notification, the Agency will be entitled to make written submissions to the Pecanwood Estate Homeowners Association NPC, in terms of the Internal Dispute Disciplinary Procedure and Policy.

10. **AMENDMENT**

- 10.1. The Directors of Pecanwood Estate Homeowners Association NPC shall be entitled to amend this policy, or any agreement concluded hereunder.

Documentation Summary:

- Moving "In |Out forms" (Homeowner/ Estate Agent > Security)
- Golf cart registration form (Homeowner > Security)
- Access and Egress Control registration forms (Homeowner > Security)
- Estate Agency Application Form (Architecture Manager)
- Certified Copy of Principals EAAB certificate (Architecture Manager)
- Certified Copy of Fidelity Fund Certificate to be submitted annually (Agent / Agency) (Architecture Manager)
- Certified copy of EAAB certificate for every agent representing a particular agency (Architecture Manager)
- Proof of Payment (where applicable) (Accountants)
- Pre-Sale Inspection (Architecture Manager)
- Pre-Lease Inspection (Architecture Manager)