



ZHOA
NPC – Re. no 2004/002619/08

APPLICATION FOR THE REGISTRATION AS A SALES AND RENTAL AGENT

I/we, the undersigned _____

On behalf of: _____ **(Principal)**

Telephone no: _____ **E mail address** _____

Hereby confirm that:

1. We are in possession of the ZHOA and Sarazen View’s rules as well as the architectural guidelines, (all available on the website) and I understand these and will adhere to all relevant sections.
2. We fully comply with the criteria set out in **Annexure ‘A’** and have enclosed all the relevant documents required by the ZHOA to this application.
3. We undertake to attach a copy of the ZHOA and where applicable Sarazen View’s Rules to each and every sale and rental agreement concluded, together with the special conditions to the sale agreement relating to the Owner Consent to be signed by the new owner when the property is transferred. Refer **Annexure ‘B’**
4. We are aware that should our registration be revoked for any reason whatsoever, the accreditation fee shall be forfeited.
5. As a registered principal for the sale and rentals, we will abide by the following guidelines:
 - a. No “For sale” or advertising boards shall be used.
 - b. No advertising boards, banners, bunting etc. will be allowed on or around the Estate.
 - c. No ‘door to door’ canvassing or pamphlet drops for property is permitted.
 - d. Act professionally at all times.
 - e. Meet clients at the security entrances, make sure they register with security and accompany them through the Estate and back to the entrance again.
 - f. Show housing is only allowed on a Sunday and the following procedures are to be followed:
 - Prior notice of your intention to show a house or stand must be made to the ZHOA on the Wednesday before the Sunday of you intend showing.
 - A “on show” board may be put up at the house or stand as well as at the entrance to the Estate. The maximum size board is 600mm x 400mm
 - These boards may be put up on a Sunday from 13h00 and must be removed by 18h00
 - Registered Agents have access to the Residency Booking-in application.

6. An annual registration fee per agency will be payable in advance to the ZHOA.
7. The registration is valid from 1 March to 28 February in the next year, after which a new application has to be submitted.
8. A maximum of (2) two agents per Agency is allowed.
9. Should we fail to comply with the rules, and notwithstanding any mandate we may have from the owner of a property the ZHOA reserves the right to immediately revoke the registration. Furthermore, should the aforesaid occur, we will we have no right of recourse against the ZHOA or any member thereof.
10. We have read and understood the ‘Sale and Rental Agency Policy’ per **Annexure C** and will adhere to the policy at all times. We undertake to adhere to all the rules applicable to new tenant registrations as they apply from time to time.
11. I am aware that a clearance certificate is required with each transfer, which certificate must be obtained from the ZHOA at a cost approved annually by the Board. The ZHOA will only issue the clearance certificate if:
 - All levies and utilities have been settled up to the proposed registration date.
 - Full details of the new purchaser have been furnished to the ZHOA.
12. Should any agent be found to market a property under market value, the ZHOA reserves the right to terminate such agency’s registration.
13. I acknowledge that these rules are subject to amendment from time to time, and I hereby undertake to abide by any amendment to the rules which I acknowledge will always supersede the existing rules.

We/I, _____ **CONFIRM**

THE ACCEPTANCE OF THE ABOVE TERMS ON BEHALF OF

_____ **THE PRINCIPAL**

SIGNATURE

DATE

ON BEHALF OF ZWARTKOP HOMEOWNERS ASSOCIATION

SIGNATURE

DATE

AGENTS NAMES AND CONTACT NUMBERS:

1. _____ TEL: _____

2. _____ TEL: _____

CRITERIA FOR ESTATE AGENTS

ANNEXURE A

1. A full disclosure by the principal and agents of the following matters:
 - a. The principal and agents must be in possession of a current fidelity fund certificate from the Property Practitioners Regulation Authority. Copies must be submitted by agents.
 - b. The agents must be registered with the Institute of Property Practitioners Copies to be provided.
 - c. Has attended an orientation meetings held by the ZHOA. (For evaluating renewal of accreditation) See point 4 below.
 - d. The agent must render similar services within a distance of 10 kilometers of Zwartkop Golf Estate.
 - e. Must have sold or rented out 2 properties in the Estate in the last 12 months. (For evaluating the renewal for accreditation)
 - g. The agents has no criminal record.
 - h. The agents must provide copies of their ID.
2. The principal authorizes the association to obtain such information from whatsoever source as to establish and verify the declarations made by the estate agency.
3. The principal shall comply with such requirements as may reasonably be prescribed by ZHOA in writing from time to time regarding the obligations of the agency, when securing tenants for properties within the estate or for Body Corporate Sarazen View.
4. Agents will be expected to complete a verbal examination with the Estate Manager where the knowledge of the Estate and its rules are tested. Items to be covered in the test are:
 - Rules & Regulations (x2),
 - Levy structure,
 - Club facilities,
 - Security,
 - Location, access routes,
 - Etc.

CONSENT BY OWNER

ANNEXURE B

I, the undersigned, _____ ID: _____

Declare as follows:

I confirm having entered, as purchaser, into an agreement of sale for the following property

_____, situated in the Zwartkop

Golf Estate, with _____ as the seller.

1. The property is sold subject to the following provisions which must be embodied as provisions in the title deed of the property in a form as may be required by the Registrar of Deeds:
 - 1.1 The property and ownership thereof is subject to the provisions and conditions as imposed by the Zwartkop Home Owners' Association, (Registration No 2004/002619/08) ("the Homeowners Association") upon the property and owner thereof, and every owner of the property, or owner of any subdivision thereof, or owner of any Unit thereon shall automatically become and shall remain a Member of the Homeowners Association, and be subject and bound to its Memorandum of Incorporation and its Rules, until he ceases to be - an owner thereof.
 - 1.2 Neither the property, nor any subdivision thereof, nor any Unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association.
 - 1.3 The owner of the property, or owner of any subdivision thereof, or any Unit thereon, shall not be entitled to transfer the property or any subdivision thereof, or any interest therein, or any Unit thereon, without a clearance certificate from the Homeowners Association that the provisions of the Memorandum of Incorporation of the Homeowners Association have been complied with, that all dues to the Association have been paid or are provided for, and that the Transferee has bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association.
 - 1.4 For purposes of the a foregoing any reference to "owner" shall also include a Homeowners Association or a Body Corporate which may come into being in the case of a subdivision of the property, or the opening of a Sectional Title Register in respect of the property, as the case may be.
 - 1.5 No improvement of any nature may be effected on the property without the prior written approval of the ZHOA or its nominee, and any building plans in respect of any improvement to be erected on the property shall be subject to the prior written approval of the Homeowners Association or its nominee. Such approval will be required without limitation for all external finishes including materials and colors for walls, roofs, windows, additions, removals, changes et cetera.
 - 1.6
 - a) A Member who purchases a property from a Developer undertakes to commence with the erection of buildings on the property within 2 (two) years of registration of the property into his name or such extended period as the Homeowners Association in its sole discretion may allow in writing;

- b) Any Member who subsequently purchased a property from a Member other than a Developer, undertakes to commence with the erection of buildings on the property within 12 (Twelve) months of registration of the property into his name or such extended period as the Association in its sole discretion may allow in writing.
 - c) Upon a Member failing to commence with the erection of buildings on the property within the time frames determined per 1.6(a) and (b), the Association shall be entitled (but not obliged) to claim that the property be sold by auction in accordance with rule 46 of the rules of the High Court of South Africa, at the cost of the Member and transferred to the purchaser thereof against payment of the auction purchase price, without interest. The owner shall upon request immediately sign all the documentation necessary to enable the auction to proceed and the property to be subsequently transferred to the purchaser thereof. Save where the purchaser has paid the referred costs, the transferring owner shall be liable to pay on demand all due auction (whether successful or not), transfer and associated costs, including bond cancellation costs, to enable transfer of the aforesaid property/s into the name of the purchaser on auction, as well as all arrear rates and taxes, Levies and similar charges owed by the owner and consequently indemnifies the Homeowners Association for such costs. Insofar as an owner refuses or fails to meet the terms of the sub-article (c) on demand, the Homeowners Association may apply to a court of competent jurisdiction to appoint the sheriff of the court to act in the name and stead of the owner to give effect to this sub-article (c) by signing such documents as may be required to allow an auction to continue and transfer to occur;
 - d) The purchaser who acquires a property from the Homeowners Association in terms of an auction referred to in sub-article (c) above undertakes to commence with the erection of buildings on the property within 12 (Twelve) months of registration of the property into his name, failing which the terms of sub-article (c) shall apply mutatis mutandis to such failure;
 - e) All buildings shall be completed within 12 (Twelve) months of commencement. Completion shall be proven by an occupation certificate as issued by the relevant City Counsel and approval by the Homeowners Association that the buildings have been erected in accordance with the Rules of the Homeowners Association and the building plans as submitted.
 - f) Should a purchaser who acquires a property in terms of article 1.6(a) to (d) above not commence with and complete all building operations to the satisfaction of the Homeowners Association within the applicable period as provided for in 1.6(a) to (e), the terms of article 1.6(c) shall similarly apply mutatis mutandis.
- 1.7 The owner of the property, or owner of any subdivision thereof, or any Unit thereon, shall not be entitled to transfer the property or any subdivision thereof, or any interest therein, or any Unit thereon, without a clearance certificate from the Homeowners Association , certifying that the provisions of the Constitution of the Homeowners Association have been fully complied with, that all dues to the Homeowners Association have been paid or are provided for, and that the transferee has bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association , bound to the MOI of the Homeowners Association.
- 1.8 Without limiting the available remedies of the Homeowners Association, if building works are not commenced or completed within the specified periods per 1.6 above, the

Homeowners Association may increase the levies then due and payable by a Member to double the normal Levy, with effect from the expiry of the specified period and such Levy shall remain double for a period of six months from initial increase. Subsequently, if the building works have still not commenced and/or have not been completed within such further six month period, the increased levies then due and payable shall double again. The double-double levies will remain in place until all building works are commenced and completed to the satisfaction of the Home Owners Association.

2. I confirm having been informed when entering into the aforesaid agreement of sale that I will *ipso facto* become at date of transfer a member of the Zwartkop Golf Estate Home Owners Association (Association), and that as such I will be bound to the terms and conditions contained in the Memorandum of Incorporation (MOI) of the Association, the rules as made in terms thereof from time to time, and the conditions of title relating to the Association and as registered against the title deed of the aforesaid property.
3. I confirm having been placed in possession of the current Rules from both the Association and where applicable the rules of Sarazen View Body Corporate. I confirm having read same and confirm that I will become as at date of registration of transfer a member of the Association from whence I will hold myself bound to the terms and conditions of the MOI, as well as the conditions of title pertaining to the property and the Rules of Association.

SIGNED ON THISDAY OF201...

New owner and Stand no

(ZHOA)
NPC - Reg no 2004/002619/08



ANNEXURE C

SALE AND RENTAL AGENT POLICY

PURPOSE

The purpose of this policy is to:

- Create a structure for the agents to work in.
- Use capable agents to sell and rent property in the Estate
- Regulate the marketing, sales and rentals activities

SALES POLICY

- 1) The ZHOA will only register principals which meet the criteria as set out in the enclosed **Annexure A**. A maximum of 2 agents per principal are permitted. The annual registration of agencies takes place in March of each year.
- 2) The registration of agencies can be revoked upon any transgression of this policy. The Board reserves the right to cancel the registration of a principal and no refund of the registration fees will take place on cancellation.
- 3) Marketing of properties within in the Estate will only be allowed by the registered principals.
- 4) All agents must comply with the rules as set out in the 'Application for the registration of agents' and will be liable for the registration fees as determined by the Board from time to time.
- 5) Owners electing to make use of non-registered agents or auctioneer are subject to the following rules:
 - 5.1) The non-registered estate agent/auctioneer may only market the property for which the sole mandate was given by the owner and no other properties.
 - 5.2) A once off registration fee is payable in advance to the ZHOA for each individual property being marketed. Before marketing can commence a letter of the owner confirming the appointment must be handed in at the office together with the payment.
 - 5.3) In addition to the registration fee a 'show house' fee is charged for every individual showing of such a house.
 - 5.4) Only one agent/auctioneer for the specific property is allowed. His/her names with the contact details must be forwarded to the ZHOA. If more than one agent is used an extra fee will be charged.

- 5.5) The agent/auctioneer will have to comply with all the rules as set out in the 'Application for the registration of agents'.
 - 5.6) Access to the Estate by the agent/auctioneer will not be granted unless all fees have been paid and all documents have been received and signed.
 - 5.7) Agents/auctioneers and their clients are booked in by the owner using the *Open Item* application.
- 6) The Board reviews and determines all relevant fees on an annual basis.
 - 7) The Board shall be entitled to amend this policy or any agreement concluded hereunder.

RENTAL POLICY

- 1) Only registered agents may be used for renting of properties.
- 2) Where a non-registered agent is used a once off registration fee is payable by the owner for each rental contract.
- 3) All agents must comply with the rules as set out in the 'Application for the registration of agents' and will be liable for the registration fees as determined by the Board from time to time.
- 4) All rental agreements are subject to the final consent of the ZHOA. The following information and facts **must be included** in the contract:
 - Stand number and street address.
 - Full names, ID numbers of all occupants.
 - The consent and indemnity by the tenant to have their criminal record checked. See **Annexure D** enclosed.
 - Vehicle Registration numbers / make & models of vehicles.
 - The period of the lease (not less than 6 months).
 - Having received a set of Rules and Regulations of the ZHOA and Sarazen View where applicable.
 - That the rented property will only be used for residential purposes, and no business activities will be allowed.
 - The number of residents per bedroom will be limited to two.
- 5) Rental residents with valid lease agreements will be afforded access into the Estate by whatever technology means in existence at the time.

IN CONCLUSION

The ZHOA reserves the right to exercise its rights at any time if a breach of the Rules and Regulations, or any bylaw is taking place and the ZHOA deems it necessary to do so.

October 2019



Watermark Number: _____

Consent and Indemnity Form

Company Name: _____
Email address: _____

Consultant Name: _____
Phone Number: _____

Candidate Information

Surname: _____ Full First Name: _____
Maiden Surname: _____ Date of birth: _____
SA ID number: _____ Passport: _____
Physical Address: _____

Verifications

❖ **Criminal Record** Have you ever been criminally charged YES NO
If yes, detail of charge / conviction _____
For the purposes of this check, I consent to my fingerprints being captured and used and/or permit previously captured prints to be used if available.

❖ **Credit Checks**
1. Employment, "considering candidate for employment in a position that requires honesty in dealing with cash and finances" as per relevant job description
2. Verifying educational qualifications and employment
3. Fraud detection and fraud prevention services

❖ **Fit and Proper Check (FSB and RE Examination)**

❖ **Academic Qualification**

Qualifications	Institution	City	Year Completed	Student No.

Use of my Data / Indemnity

I hereby authorize **The Company / The Company's** duly authorized verification agent, **LexisNexis Risk Management "LNRM"**, to forward my personal information, including but not limited to my name, surname, identity number and fingerprints, to verification suppliers acting on behalf of **LNRM** (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organisation).

I authorize **LNRM** to conduct all verification checks (including but not limited to criminal checks, credit bureau searches, drivers licenses, employment history, employment salary verification and any other relevant checks in the pre- and post – employment vetting process). I also authorize **LNRM** to store my personal information (as defined above) for current, future or continued verification purposes (whether for the Company or others) or for other legitimate purposes.

I authorize **LNRM** suppliers to furnish personal information regarding my credentials, whether claimed or not, to **LNRM** and **The Company**. I unconditionally indemnify **LNRM** and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of the South African Police Service and Tertiary Education Institutions, that –

- The information furnished to **The Company and LNRM** will be disclosed to me by **The Company** for comment before a decision is made on my employment / application; and
- **The Company** is responsible for verifying the accuracy in respect of information furnished to the South African Police Service

Signed at _____ (place) on: _____ / _____ / _____ (date)

Applicant Signature: _____ Consultant Signature: _____