



KELDERHOF
Country Village
Owners' Association

Kelderhof Country Village Owners' Association

Accreditation of Estate Agents Policy

1. PRE-AMBLE

The Kelderhof Country Village Owners' Association (KCVOA) believes it is the right of each Owner/Member to dispose of his/her property in the Kelderhof Country Village Estate and acknowledge the fact that every Member of the Association has a right to market the property or appoint an agency/agent to do so on its behalf. It is therefore incumbent on the KCVOA to ensure that such right can be exercised with as little disturbance as possible to other Members while maintaining the integrity of Estate security. To regulate the operation of agents/agencies operating within the boundaries of the development this policy has been formulated.

2. PERMISSIBLE TRANSACTIONS

A property transaction in the Kelderhof Country Village Estate be it sale, purchase or letting of a property, may only be executed by:

- 2.1 An accredited Estate Agent.
- 2.2 The owner of the property and/or its legal representative.

3. ESTATE AGENT TRANSACTION

3.1. Accreditation

All Estate Agencies and Agents, who are employed to conclude property transactions in the Estate shall:

- 3.1.1. Obtain prior accreditation with the KCVOA.
- 3.1.2. Include the signing of an Agreement with the KCVOA.
- 3.1.3. Include the payment of the required fees to the KCVOA.



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An Estate Agent applying for accreditation shall, **prior to the signing of an agreement**, provide the KCVOA Managing Agent with:

- 3.1.4. Their company Fidelity Fund Certificate (FFC) as well as the FFC's of any agent who will be listing property at Kelderhof Country Village for sale or rent.
- 3.1.5. A signed mandate by the owner reflecting owner's full name and identity document, prior to signing an agreement.

Should the agent have their Fidelity Fund Certificate renewed within the duration of accreditation with the KCVOA, a copy of the new certificate must be supplied to the Managing Agent.

3.2. Process

The following process will apply with respect to accreditation at Kelderhof Country Village:

- 3.2.1. The application will be processed by the KCVOA, after receipt of above listed documentation.
- 3.2.2. The KCVOA will then arrange with the agent to meet with a representative of the KCVOA who will explain the obligations of property owners and residents in terms of the KCVOA Constitution, levy obligations, and conduct rules. They will also explain the rules pertaining to sales activity and security on the estate.
- 3.2.3. The Agent will receive an electronic copy of all documents required, including those that a purchaser or tenant will need to sign in the event of a sale or a lease.

3.3. Accreditation Duration

The accreditation agreements with the Estate Agencies will be valid for a period of twelve (12) months, after which they will be renewable annually upon written application in the prescribed form by the Agent concerned.

3.4. Costs

The following costs and payment terms will apply with respect to accreditation at Kelderhof Country Village:



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- 3.4.1. An initial processing fee of R2 000.00 is payable to the KCVOA by each new Estate Agency, and shall become payable on the date of signing the accreditation agreement.
- 3.4.2. There is an additional initial fee of R500.00 per agent from an approved company.
- 3.4.3. Each agent is to supply their FFC for the forthcoming year by 31 December in the current year, and the processing fee for this is R250.00 per agent and per company.
- 3.4.4. All fees paid are not refundable under any circumstances including suspension or termination.
- 3.4.5. Fees payable may be revised from time to time as approved by the Trustee Committee of the KCVOA.

For payments:

Account Name: Kelderhof Country Village Owners Association

Bank: Nedbank

Account Type: Current

Account Number: 145 206 8208

Branch: Corporate Client Services, Cape Town

Branch Code: 198 765

3.5. Accreditation Adjudication

The KCVOA reserves the right to approve and/or deny an application for accreditation. The non-approval of an application could inter alia be a result of compliance with the accreditation criteria, previous breach of agreement and/or any other related matter. Accreditation will not be withheld unreasonably.

4 KELDERHOF COUNTRY VILLAGE OWNERS' ASSOCIATION COMMITMENTS

The KCVOA commits itself through service of the Estate Manager and Managing Agent, to take reasonable steps to provide the following service to accredited Estate Agents:



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- 4.1 Assurance that the KCVOA will endeavour, through the services of the Managing Agent, Percipient Property Solutions (Pty) Ltd, to issue levy clearance certificates within ten (10) working days, provided all information and payments are on hand.
- 4.2 The provision of an electronic copy of all documents required, including those that a purchaser or tenant will need to sign in the event of a sale or a lease.
- 4.3 A list of the Accredited Estate Agents will be listed on the KCVOA website.

5 ESTATE AGENTS CONDITIONS

By signing the accreditation agreement, Estate Agencies accept the following conditions:

- 5.1 The KCVOA Constitution and its Annexures will be adhered to and will be made known to prospective buyers. When a sale is conducted, the Constitution will be given to the purchaser in the form of an electronic copy, or hard copy if so required.
- 5.2 All Agreements of Sale to be signed shall have "Addendum A" as provided to the accredited Agent attached.
- 5.3 Agents will specifically make known to prospective buyers clause 9.2 of "Addendum A" explaining that *"The purchaser undertakes to pay the Association 0.5% of sales price upon alienation of the property as set out in the Constitution of the Association."*
- 5.4 Agents will specifically make known to prospective buyers clause 10.4 of "Addendum A" which states that *"The purchaser and/or his successors in title shall, within a period of 36 (thirty six) months after the date of the first registration of transfer of the property from the developer to the first purchaser thereof as determined by the Association (or such later date as the Association may direct in writing), begin building operations in respect of a dwelling house on the property (the plans and specifications of which shall have been approved in terms of clause 10.1 above). If the purchaser fails to comply with the provisions of this clause 10.4, the Association may, without prejudice to any other rights which it may have in terms of this addendum or the documentation referred to in 8.3 and/or at law and at its election, impose a levy upon the purchaser, equal to 2 (two) times the levy per unit imposed on an owner of an erf."*
- 5.5 In the case of the Excluded Erven as defined in the KCVOA Constitution, the agents will specifically make known the possible cost implications relating to service installation on the erf concerned should these costs not be included in the agreed sale price of the relevant erf.
- 5.6 There may be one (1) for sale board erected per property. Each board must be neatly maintained and be affixed to the property in the manner prescribed by the City of Cape Town.
- 5.7 No show boards or show houses are permitted.



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- 5.8 All procedures prescribed by the KCVOA for the conclusion of property transaction will be followed, including the application for levy clearance certificate from the KCVOA.
- 5.9 The Estate Agent shall notify the Managing Agent of the KCVOA of any property transaction concluded.
- 5.10 Specific attention will be paid by Estate Agents in respect of the access control policy of the Kelderhof Country Village Estate.
- 5.11 All Estate Agents shall apply individually for access to the Estate in terms of the access control policy and shall adhere to such policy at all times.
- 5.12 Prospective purchasers may accompany accredited agents to Kelderhof and will need to sign in at security, specifying which property they will be visiting. Whilst in the estate all traffic rules must be strictly obeyed for the safety of residents.
- 5.13 Due notification will be given to the KCVOA of property transactions, including, without limitation thereto, the letting of property.
- 5.14 The Estate Agency will inspect each property prior to the marketing of such property and shall any contravention to the Annexures of the Constitution occur on the property, such contraventions shall be reported to the KCVOA and recorded in the written memorandum of sale or lease.
- 5.15 Any contravention of the above rules will result in a fine of R500.00 levied by the KCVOA at the discretion of the Estate Manager. Such fines will be payable by the estate agency at which the accredited agent works.
- 5.16 Repeated infringements of the above rules will result in the accreditation of either the agent or the agency being withdrawn, or both. This will be at the discretion of the KCVOA.

6 OWNERSHIP TRANSACTION

Should the owner execute his/her own property transaction, the following will apply:

A deposit of R1 000.00 shall be paid by the owner to the KCVOA prior to commencement (marketing) of the property transaction, which deposit will be refunded after the transaction of the property, less the cost of the clearance certificate and any other costs which may be due to the KCVOA, notwithstanding any other payment required in terms of the Constitution and its Annexures of the KCVOA.

The Owner shall notify the Managing Agent and sign for the acceptance of all the conditions relating to a property as embodied in this policy and the Estate Agency Accreditation Agreement and shall undertake to adhere to such conditions, free from the required fee levied on Estate Agencies. The said conditions shall apply to the Homeowners Mutatis mutandis.



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Nothing in this policy shall preclude the Trustees of the KCVOA from granting an exception to any Owner from compliance with this policy, upon application and on good cause shown.

7 BREACH OF CONDITIONS

Provision will be made in this agreement that the KCVOA will reserve its rights to take steps against any accredited Estate Agent that breaches any condition of the contract, this policy, the KCVOA Constitution or any other direction, rule or law applicable to such Development Agent or such transaction. It is therefore accepted that should any accredited Estate Agent breach a condition of the contract, such agent/agency may:

- 7.1 Have accreditation summarily cancelled.
- 7.2 Be suspended for a period of time from the Kelderhof Country Village Estate.
- 7.3 Future accreditation applications to be delayed (suspended) for a period of time.



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Estate and Letting Agents Accreditation Form

Name of Estate Agent: _____

Certificate No _____

Estate Agency Firm: _____

Physical Address: _____

Telephone: _____

Fax: _____

Email: _____

Cell: _____

I,We the aforementioned Estate/Letting Agent acknowledge having received a copy of the documentation listed below, and I,We undertake to make any prospective purchaser or tenant fully aware of the contents thereof:

- Welcome Package - Digital Copy
- Addendum A to Agreement of Sale

Upon signature of an agreement of sale or an agreement of lease, I,We undertake to provide the KCVOA Managing Agent with a completed Data Sheet giving the personal particulars of the purchaser or tenant.

I,We acknowledge and agree to comply with such rules as may be laid down by the KCVOA from time to time concerning the marketing of properties in the Estate.

Signed on this day..... of..... 20.....

Applicant Signature