THORNHILL ESTATE

DOCUMENT CONTROL SYSTEM

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ADDENDUM 6:
ESTATE & RENTAL AGENT RULES AND REGISTRATION

Original Issue 'A'	Name	Signature	Date
Prepared by:	Gov Committee	*ORIGINAL*	07/06/2010
Recommended by Sub Committee:			
Authorised for issue by THOA Chairman:	A. Bartram	*Signed: A. Bartram*	3/12/2010

REV	DESCRIPTION	DATE	CONTENT APPROVED	AUTHORISED
B	Options available for accreditation fee- clause 5	24 /08/2010		
C	Options amended to include facilities to pay off the accreditation fee.	28/01/2011	Trustees Meeting on 25/01/2011	
D	Updated in conformance with the 2011 Constitution and revised fee structure	06/02/2012	Trustees Meeting on 08/05/2012	I. Boxall 08/05/2012
E	Updated and revised in conformance with the EAAB Note dated 5 September 2014	11/01/2015	Trustees Meeting on 28/04/2015	S. Burrow 25/05/2015
F	Updated and revised to include Rental Agents as well as Estate Agents.	08/07/2015	Trustees Meeting on 21/07/2015	S. Burrow 21/07/2015

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ADDENDUM 6: ESTATE & RENTAL AGENTS RULES AND REGISTRATION

(To read in conjunction with the Code of Conduct, Rules and Regulation of Thornhill Estate)

1. PURPOSE

1.1 Thornhill Estate ("the Estate"), administered by The Thornhill Homeowners Association ("THOA"), is an up-market and exclusive residential estate with specific needs and attributes, particularly relating to the security of The Estate. The THOA regulates the conduct of property sales and rentals by owners and their appointed estate agents. The THOA is given the power to make rules, through its Trustees, in regard to various matters. The THOA implements rules, which may be amended from time to time, to govern the conduct of property sales and rentals within the Estate.

1.2 As the Estate and Rental Agent ("Agent"), or existing owner, as the case may be, is the primary interface between the potential new resident and the THOA, a registration process is required to ensure that the obligation to inform any potential new resident of the THOA Constitution, Code of Conduct, Rules and Regulations and the associated addenda is clearly understood and complied with by the agent as a pre-condition of a sale or rental agreement.

1.3 The following rules must be strictly adhered to in order to achieve the objectives of the THOA. The THOA has the right to fine transgressors, in such amounts as the THOA may at its sole discretion determine where any of the rules have been broken. Such fines will be additional to any service fee and be payable on demand.

2. REGISTRATION

2.1 An Estate or Rental Agent must be registered by the THOA and, in the case of an Estate Agent, the Estate Agents Affairs Board (EAAB) prior to conducting any business in Thornhill Estate.

2.2 No member of the THOA shall be entitled to appoint an Agent to perform any mandate (SALE OR RENTAL AGREEMENT) or render any services governed by the Estate Agency Affairs Act No. 112 of 1976, as amended, on such members behalf, within the Estate unless or until such Agent complies with all requirements of the THOA and is duly registered to operate within the Estate.

2.3 The THOA requires all Agents who wish to conduct business on Thornhill Estate to be registered at the THOA Estate Office and to sign an acknowledgement of these registration rules. Such registration shall be granted at the sole discretion of the THOA, but shall not be unreasonably withheld.

2.4 Members of the THOA may, themselves, conclude private sales or rental agreements on their own properties, but these members remain bound by all the same conditions, in this document, as do Agents.

3. OBLIGATIONS OF A REGISTERED AGENT

3.1 All Agents shall, upon application for registration, pay such service fees as may be required by the THOA.

3.2 An Agent shall observe the following basic rules:

3.2.1 No advertising, including without limitation thereto, signage on walls, umbrellas, bunting (flags) or any other form of advertising, shall be permitted outside show houses or within the Estate without prior permission.

3.2.2 Show boards, which must be carefully placed to avoid damage to irrigation pipes and other property of the THOA, may be erected after 6am only on Sundays, and must be removed by 6pm on the same Sunday.

3.2.3 Only one pointer board may be placed at each change of direction along the way within the Estate to the show houses.

3.2.4 Only one 'For Sale' pointer board may be displayed at a show house, and must be properly maintained or the signage will be removed.

3.2.5 Sold signs must be removed 2 weeks after conclusion of a sale. These boards must be properly maintained during this period. Any untidy signs will be removed.

3.2.6 Any Agent's board not conforming to the City of Johannesburg Outdoor advertising by-laws, or any boards not placed in accordance with THOA rules will be removed. The return of such boards will be subject to a penalty.

3.2.7 No cold canvassing by any Agent will be allowed under any circumstances.

3.2.8 Agents should not misrepresent the status of Thornhill Estate. Thornhill Estate is a road closure and not a private estate, where all but 6 houses are presently members of the Association and all members are bound by the THOA Constitution and the THOA Code of Conduct, Rules and Regulations, including its associated Addenda, all of which are available on the THOA website www.thoa.co.za .

3.2.9 Agents only, wishing to do a flyer / drop on any particular day, once per week, on a house to house basis, or a leaflet hand out at the gate, will be allowed to do so, provided that the Estate Office is notified, and the person doing the drop is registered and wears a vest or sash.

3.2.10 Agents may link their properties on the THOA Website at no charge.

3.2.11 Prior to the conclusion of a sale in the Estate, Agents must ensure that the purchaser is fully informed about Thornhill Estate, and in so doing the Agent shall furnish the purchaser with a copy of the THOA Constitution and the THOA Code of Conduct, Rules and Regulations (obtained from the Estate Office). In addition the Agent shall inform the purchaser about the associated Addenda and other information and documentation, all of which are available on the THOA website www.thoa.co.za. The Agent shall be held accountable for any consequences should a potential buyer or potential residential tenant not be informed of such rules prior to committing to purchase or terms of rental. Such information and documentation regarding the Estate, include, but are not limited to:

- Security Access Registration Process.
- Architectural / Aesthetic Guidelines and Building Rules.
- Contractors Rules.
- Estate & Rental Agents Rules and Registration.
- Business Accreditation Rules.
- Other information, such as the Heritage Act, may also be applicable.

3.2.12 Clause 3.2.11 also applies to an existing member, seller or lessor, who might otherwise be held accountable for any consequences should a new resident, not be informed of such rules prior to committing to purchase or term of rental.

3.2.13 All viewing of houses or vacant land for sale or property to let shall be by appointment only for all days other than show days, being Sundays between 14:00 until 17:00. Entry to the Estate shall be subject to strict compliance with the security rules and protocols in place on the Estate, and agents shall accompany their client house seekers moving around within the Estate. On show days, with prior agreement by the Estate Office, Agents may position themselves with gazebos within the Community Centre parking area from where they could conduct their show days.

3.2.14 Within 7 days of the conclusion of any sale or lease agreement, but most certainly before occupation takes place, Agents, or the owner, in the case of a private sale, shall:

a) provide the contact particulars of any new purchaser / tenant, including full names, telephone numbers and occupation date, as well as similar details of the transferring attorney in the event of a sale;

b) provide acknowledgement of receipt, by the new owner, of copies of the THOA Constitution and the THOA Code of Conduct, Rules and Regulations, and a copy of the THOA Code of Conduct, Rules and Regulations, only, to any new tenant;

c) in the case of The Cottages, Oaktree Village and The Villas, also provide acknowledgement of receipt of the relevant constitution and any specific rules pertaining to that specific subordinate Home Owners Associations; and

d) in the case of any rental agreement, Agents must advise the THOA of such agreement prior to tenants taking occupation of any property in Thornhill.

4. CANCELLATION OF REGISTRATION

4.1 In the event that any Agent, or the representative of an Agent, does not conform to the rules laid down in this procedure, the THOA may decide whether or not to suspend or cancel such registration.

4.2 The following will be reasons for withdrawal of registration:

4.2.1 Failure to pay the service fee or fine due by the Agent(s).

4.2.2 Any conduct in the opinion of the THOA, which is not in keeping with the interests of the THOA or its membership.

4.2.3 Failure to observe the THOA Code of Conduct, Rules and Regulations or any reasonable written instruction from officials of the THOA.

4.2.4 Failing to provide potential buyers and/or prospective rental tenants with the requisite information, as set out in 3.2.8, 3.2.11 and 3.2.14 that could affect their tenure on the Estate.

4.2.5 Failing to inform the THOA of the intention to allow new rental tenants to take occupation of any property in Thornhill Estate.

4.3 In the event that a withdrawal of registration is being considered, the agency will be notified in writing and the agency will be entitled to make written submissions to the THOA. The reasons for any withdrawal of registration will be communicated to the agent(s) concerned in writing.

4.4 There will be no refund of any portion of the service fee under any circumstances.

5. SERVICE FEE

5.1 In terms of Clause 3.1, the THOA will charge an annual or monthly (for agents who wish to operate on an occasional basis) service fee as set out in Addendum 13 (Item 1.6 and 1.7) of the Code of Conduct, Rules and Regulations, in recognition of the fact that the registration process, together with the marketing activities of Agents and their clients, inevitably incurs some costs to the Estate. These would be, for example; administration of the process, policing of boards, maintenance of the environment and security of the estate, all of which add to the attractiveness of the Estate.

6. DOCUMENTATION

6.1 All Agents/Agencies shall ensure that they have a thorough understanding of the status of Thornhill Estate and any contractual documentation relevant to a sale or rental agreement of a property on the Estate, with particular reference to the conditions of title. All sale or rental agreements pertaining to properties sold or let within Thornhill Estate shall contain confirmation that:

6.1.1 The purchaser is aware of the existence of the Thornhill Homeowners Association and acknowledges the fact that any purchaser shall be obliged to become a member of the THOA and subordinate Home Owners' Associations (where applicable) and shall be bound to its Constitution (including that of the subordinate Homeowners' Associations), including the THOA Code of Conduct, Rules and Regulations, and associated Addenda.

6.1.2 The purchaser shall be required to pay the monthly levy and any special levy which may from time to time be levied against their levy account, and all payments must be made no later than the 7th (seventh) day of every month.

6.2 All sale agreements pertaining to properties owned by Pre-Development Home Owners (PDHO) within Thornhill Estate shall contain confirmation by the purchaser that they acknowledge that they will be required to become a member of the Thornhill Homeowners Association and the necessary conditions will be incorporated in the Title Deed of the Purchaser as part of the transfer documents, in terms of which they will acquire membership of the Thornhill Homeowners Association which will bring with it the benefits of the Estate and confer the obligations associated with the Estates Governance documents with it, with specific reference to the payment of monthly levies.

7. PRIVATE SALES CONDUCTED BY OWNERS

7.1 No service fee will be payable to the THOA for any private sales of property conducted by THOA members who, themselves, own that property. However, all the other Estate & Rental Agents' registration rules ensconced in this document, save the actual registration, shall apply to the THOA member conducting the sale or rental.

8. ACCEPTANCE OF ESTATE & RENTAL AGENTS REGISTRATION RULES

We/I ..... (Name of Authorised Agent Representative)

on behalf of ..... (Estate or Rental Agency) who by signing hereunder acknowledges and agrees to abide by and adhere to the rules contained herein and wishes to be an Annual or Occasional Registered Agent within Thornhill Estate.

Signed in ..... on this..... day of ..... 20….

.....
Agent's signature

....
Witness 1 Witness 2

THOA OFFICE USE ONLY

Registration effective date: .....

Registration acceptance date: .....

Authorised by: .....

Service fee paid (please attach proof of payment): .....

.....
Estate Office