



Mariners Village
Home Owners Association (HOA)
140 Church Street, Westcliff, Hermanus
info@marinersvillage.co.za

REGISTRATION / ACCREDITATION AGREEMENT BETWEEN ESTATE AGENCIES / ESTATE AGENTS AND MARINERS VILLAGE HOMEOWNERS ASSOCIATION

(Application Date: _____)

Applicant's details:

- Full names and surname: _____
- ID Number _____ (copy of ID to be attached)
- EAAB Status _____
- FFC Number _____ (attach copy of valid certificate)
- Contact Number _____ Alt. No.: _____
- Email Address: _____
- Physical Address _____

- Estate Agency (EA) Name _____
- EA Registration No. _____
- FFC No. _____ (attach copy of valid certificate)
- EA Email: _____ Tell. No.: _____

Type of application: (New or Renewal of Registration) _____

Application Period: (Year for which registration is applied for) _____

I, the applicant mentioned above, hereby apply for approval as an accredited Estate Agent for Mariners Village (the Complex). I have read, understood, and accept the Complex's terms and conditions as detailed in pages two to six below pertaining to this application.

(Please note that if valid FFC certificates – as required above – are not attached, the application will not be approved)

Applicant's Name: _____ Signature: _____

1. Introduction

- 1.1 The Mariners Village Homeowners Association (“HOA”) - via its Chairman or his/her authorised representative - reserves the right to approve or not to approve this application for any reason whatsoever, including, but not limited to such things as: the non-compliance with the accreditation criteria; a previous breach of the agreement; no valid FFC provided; accreditation fees not paid; etc.
- 1.2 Hereinafter any reference to the Estate Agent (the “Agent”) shall be read and understood to include the Estate Agency where appropriate and/or relevant.
- 1.3 The Mariners Village Regulatory Documents (hereinafter collectively referred to as the “HOA’s Rules”), as from time to time amended, added to and/or withdrawn, are freely available on the Complex’s official website (i.e. www.marinersvillage.co.za) and apply to each and every offer to purchase in respect of the resale of stands and/or houses and to every lease agreement entered into in the Complex.

2. Minimum Criteria for Accreditation/Registration

To be accredited/registered as an approved Mariners Village estate agent, the Agent must:

- Represent an Estate Agency registered with the Estate Agency Affairs Board (“EAAB”);
- Be registered with the EAAB;
- Have a valid Fidelity Fund Certificate (“FFC”);
- Have a “clean record” with the Complex’s HOA;
- Have a working knowledge and understanding of the HOA’s Rules; and
- Have paid the Complex’s applicable accreditation/registration fees.

3. Validity

Accreditation/Registration is only valid for one financial year, i.e. 1 March to end of February the following year. The Agent must submit a new application for re-accreditation/re-registration each year.

4. Fees

The accreditation/registration fee is R1,200 per financial year, or R100 per month (please check our “Fees” document on our website at www.marinesvillage.co.za for the lasts amounts). Fees must be deposited via EFT into the following bank account (fees may be adjusted from time-to-time):

Account Name:	Mariners Village HOA
Bank:	Nedbank
Branch Code:	19-87-65
Bank Account:	120 427 7095
Deposit Ref.:	(example) John Citizen – Estate Agent Fee

If this application is approved by the HOA, the Agent must within two days after receiving an approval notification from the HOA's Manager/Chairman, provide the HOA's Manager/Chairman with proof of payment of the registration fees due in terms of this clause.

Accreditation/registration fees are not refundable under any circumstances.

5. Agent's Undertakings

The Agent hereby accepts, agrees, and undertakes to:

- 5.1 Not do or allow door-to-door canvassing for property transactions in any format within the Complex;
- 5.2 Not erect any "For Sale/Rent" or "Sold" boards/notices of any kind anywhere within the Complex (Agents to comply with the Overstrand Bylaws re the use of signboards);
- 5.3 Escort potential buyers onto and off the Complex during "Show House" events;
- 5.4 Provide services as an Estate Agent on an appointment basis only;
- 5.5 Submit to the HOA's Complex Manager/Chairman a written monthly report/list of all property activities (i.e. properties available/listed for sale, sold and/or leased) in process or completed in the Complex;
- 5.6 Ensure he/she possesses a working knowledge of the contents of the Complex's Rules and Regulations;
- 5.7 Ensure that a "NOTIFICATION of NEW OWNERS / TENANTS" form is timeously completed and submitted to the HOA's Complex Manager/Chairman as soon as a sale/lease transaction has been signed by the various parties;
- 5.8 Ensure that a new lessee/owner is aware of his/her rights, responsibilities, and obligations in terms of the HOA's Rules and Regulations;
- 5.9 Arrange for the Estate Agency's principal to attend at least two Estate Agency Meetings as arranged by the HOA from time to time;
- 5.10 Immediately notify the HOA's Complex manager/Chairman of any withdrawal of his/her (or the Agency's) Fidelity Fund Certificate issued by the EAAB in terms of Section 26 of the Estate Agents Affairs Act, 112 of 1976;
- 5.11 At all times abide by the by-laws and regulations of the local authority in all respect applicable to an Estate Agent.

6. Required Sale Agreement Clauses

The Seller of Property in the Complex shall ensure that the sale agreement contains the following clauses dealing with the following matters:

- 6.1 "The Purchaser acknowledges that he/she accepts and agrees that he/she shall, upon registration of the property into his/her name, automatically become a member of Mariners Village Home Owner's Association (HOA) and as such shall be subject to the HOA's Constitution as well as its Conduct Rules and Regulations as may be amended from time-to-time."

- 6.2 The Seller shall procure that, in addition to any other conditions of title, the following conditions of title are inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property:

“Subject further to any conditions laid down by the Transferor in favour of Mariners Village Home Owner’s Association, the transferee, his heirs, executors and successors in title are obliged to be members of the Mariners Village Home Owner’s Association from the date of registration of the property into their name and as such shall be subject to Mariners Village Home Owner’s Association’s Constitution as well as its Conduct Rules and Regulations and any other applicable rules and regulations as may be amended from time-to-time.”

7. Lease Agreement Requirements

- 7.1 Should any Owner let his Property, he/she (or his/her Agent) shall advise the Complex Manager (or his delegate) in writing accordingly in advance of the intended occupation date by a Lessee. The Owner/Agent shall also supply the HOA Manager with the name and other personal information (e.g. ID number, contact numbers, family members, etc.) pertaining to the Lessee, as well as the period of the lease and the number of occupants.
- 7.2 The Owner or his/her Agent must ensure that the Lessee receives a copy of the Rules and any other Administrative regulations applicable at the time and contractually binds his Lessee to such rules and regulations in the Lease Agreement. In other words, the Owner must ensure that his tenants abide by all the Rules, regulations and requirements of the HOA.
- 7.3 Any form of short-term letting/renting (apart from those describe under Rule 14 in the HOA’s Conduct Rules and Regulations), or advertising for short-term letting, is strictly prohibited. Short-term letting is defined as any form of letting in which the Owner of a Property allows a third party to occupy (at a price or not) such Property for a period of less than 3 months, irrespective of such consent being in writing or verbally. For the purposes of this rule, advertising includes but are not limited to any form of written advertising contained in magazines, journals, newspapers or any electronic form of advertising on social networks and the internet.

8. Occupancy Restrictions

To maintain the low-density residential nature of the Complex, no Member or tenant shall not accommodate or allow the accommodation of more persons on any Property than the maximum number determined in accordance with the following:

- Two-bedroom Properties: *6 (six) persons*
- Three-bedroom Properties: *8 (eight) persons*
- Four-bedroom Properties: *10 (ten) persons*
- Five-bedroom Properties: *12 (twelve) persons*

(Short-term exceptions may be allowed over holidays)

9. Buying/Selling a Vacant Erf.

- 9.1 Anyone buying a vacant erf in the Complex is obliged to start building within 24 (twenty-four) months after the erf has been registered in the buyer's name. A building project must be completed (inclusive of garden walls, paved driveways, garden layout, court yard), and the house occupied, no later than 12 (twelve) months after the building project was started for the first time. Failing to start with construction within the mentioned period will automatically result in penalties being levied and added to the Owner's monthly HOA account. The penalty will be doubled every six months if the construction remains incomplete. The penalty will start off as 50% of the normal monthly levy then applicable to all other erven in the Complex.
- 9.2 No person shall make any additions or alterations of whatsoever nature to an existing house without the prior submission of the plans to the HOA for their review and written approval.
- 9.3 All building projects are subjected to the prescripts of the HOA's Architectural Design Manual (the "ADLM"), as well as the Building Conduct Rules, all as amended from time to time. It is a potential buyer's duty to obtain the latest copies of the applicable documents before purchasing an erf with the intention to build on it.

10. CLEARANCE CERTIFICATES.

- 10.1. In terms of both the Title Deed Condition as well as the HOA's Memorandum of Incorporation, a clearance certificate is required for lodgement with each transfer of a Stand/House certifying that the seller/transferor has met all financial obligations to the HOA up to and inclusive the date of Transfer.
- 10.2. Clearance certificates can be obtained from the HOA's Managing Agent, who will issue the necessary required certificate on request.

11. ACKNOWLEDGEMENTS.

- 11.1. We, the Estate Agency inclusive of the Estate Agents agree and are aware, that should we, or our agents fail to comply with terms and conditions, and notwithstanding any mandate we may have from the owner of a property to sell their property, the Complex's HOA reserves the right to immediately cancel this registration agreement. Furthermore, should a cancelation occur, we will have no right or recourse against the HOA or any member thereof.
- 11.2. In the event of any breach of the terms of this agreement, or any dispute between Estate Agencies for which the intervention of the HOA is required, and the HOA is obliged to incur legal expense in respect of the entitlement to cancel the agreement, or its intervention in a dispute, the legal cost incurred by the HOA will be payable by the Estate Agency or Estate Agencies involved on an Attorney and own Client Scale.

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/ ESTATE AGENTS AND MARINERS VILLAGE HOMEOWNERS ASSOCIATION**

For Office Use Only:

Application received from : _____ .on Date: _____

Application reviewed by (name) : _____ *Signature:* _____

Application status: (Approved / Not Approved) _____

Fees payable by Agent R _____ *Managing Agent's Receipt No.* _____