



## **Conduct Rules**

The Village has been developed to provide a gracious, comfortable and secure lifestyle for its residents. These rules have been adopted in accordance with the Sectional Title Act of 1986, Section 35(2)(h), in order to ensure and promote such a lifestyle. These rules are not intended to limit the lifestyle of residents, but rather to protect them and are binding equally on all residents. These rules are administered and enforced by the board of Trustees. It is the responsibility of every owner to ensure that all of their invitees (including but not limited to guests and tenants) abide by these rules.

*Note : Any words implying a singular number shall include the plural. Similarly, the use of male gender shall include female gender*

### **Age Limits and Occupation Densities**

1. (a) Permanent occupation of the Village is limited to persons over the age of 50 years. Consent may be granted by the Trustees in the case of couples where one of the partners is under the age of 50.
- (b) Permanent occupation of any section within the Village shall be restricted to 2 persons per bedroom.

### **Animals, Reptiles and Birds**

2. (a) An owner or resident shall not, without the written consent of the Trustees, which consent may not unreasonably be withheld, keep any animal, reptile or bird in a section or on common property. No pet should pose any threat or be a danger or nuisance to other residents.
- (b) The number of dogs shall be limited to 2 (two) small dogs per section which when fully grown should not weigh more than 10 (ten) kilograms, and upon demise of a dog, it may not be replaced without the written consent of the Trustees. Henceforth, no dogs shall be housed in the Central Complex.
- (c) The dogs must be kept in a suitable enclosure prescribed by the Body Corporate, to be erected at the owner's own cost. Access to enclosed common property areas must be available to anyone, especially the garden service contractors and water meter readers.
- (d) All dogs must be licensed and shall at all times bear a tag which shall reflect the name, telephone number and cottage number of the relevant owner. Bitches on heat are not allowed on the common property at any time, and should a nuisance be caused, the animal should immediately be moved to off-site kennels.

- (e) Owners and residents shall ensure that their dogs do not cause a nuisance or disturbance to other residents. Should an animal become a source of contention, as evidenced by official complaints by other residents, the Trustees may issue a written warning to the owner to stop the disturbance. Failure to remedy may lead to the withdrawal of the permission by the trustees to house the animal/s, and a directive given to remove the animals concerned from the village.
- (f) Dogs shall not be allowed on common property, other than the suitably fenced area immediately adjacent to their cottages, unless under strict control and on a leash. If any dog digs holes and/or otherwise damages or defecates on common property or in exclusive use areas, the relevant owner shall be required to repair the damage and/or remove the excrement, and suitably discard it. The swimming pool areas are off limits to pets.
- (g) Notice shall be given to the manager when dogs are to be left with neighbours during periods when owners are away. No dog may be left unattended for an extended period of 24 (twenty four) hours. Permission shall be sought from the manager, should visitors intend bringing dogs to stay overnight.
- (h) The Body Corporate, Trustees, Managing Agent or its appointed employers shall not be liable for any loss of, injury to, any pet, nor for any loss incurred by the owner or occupier of a section, the owner of the pet or any other person.
- (i) Where any animal is perceived to be in distress, the Trustees have the jurisdiction to engage the services of the SPCA or any other appropriate organization, without notice to the resident, to alleviate the distress and to remove the animals from the property.
- (j) The Trustees may withdraw their approval in the event of breach of any condition, and shall be entitled (without limiting the generality of the rights afforded to in terms hereof) to impound the animals and have it/them removed from the village and claim all costs so incurred from the owner.
- (k) No animal of any kind may be brought into the village for purposes of ritualistic s laughter.

### **Refuse Disposal**

- 3. An owner or occupier of a section shall--
  - (i) maintain in an hygienic and dry condition, a receptacle for refuse within his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;
  - (ii) ensure that refuse placed in such receptacle is securely wrapped, or in the case of tins or other containers, completely drained;
  - (iii) for the purpose of having it collected, place the refuse within the areas, and at the times designated by the Trustees;
  - iv) place all refuse, domestic or garden in prescribed black or green plastic bags which shall not be visible from any road except when put out for collection.

### **Vehicles**

- 4. (a) No owner or occupier shall park or stand any vehicle upon common property except in designated parking areas (which includes all driveways,) or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.

- (b) The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on common property without the Trustees' consent.
- (c) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface common property.
- (d) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of common property, an exclusive use area or in a section.
- (e) Heavy deliveries are not permitted in the Village. Prior arrangements must be made by residents with the delivery company to supply a shuttle service from the main gate to the unit.
- (f) Motorized vehicles shall be driven in the Village only by persons who hold valid current International or South African driver's licences. A maximum speed limit of 20 (twenty) km/ph shall apply provided that lower speed limits may be imposed by the Trustees where they deem fit.
- (g) No person shall drive or ride within the Village in such a manner that would constitute an offence under any traffic ordinance. All vehicles shall be in a good and roadworthy condition.
- (h) Caravans stored in the Village may not at any stage be utilised to accommodate visitors or guests.

#### **Cycles and other forms of transport**

- 5.(a) Bicycles may not be ridden in such manner as to obstruct road or pedestrian traffic. The riding of skateboards, roller skates or box carts is not permitted in the Village.
- (b) Bicycles, tricycles, roller skates, skate boards, and any other sporting equipment such as windsurfers, surfboards, etc. may not be left on any portion of common property. If left on any external portion of a unit, they should not be visible to other residents.

#### **Damage Alterations or Additions to the Common Property**

- 6. (a) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of common property without first obtaining the written consent of the Trustees.
- (b) Notwithstanding sub-rule (a), an owner or person authorised by him, may install--
  - (i) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
  - (ii) any screen or other device to prevent the entry of animals or insects, provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- (c) An owner or occupant of a section shall not attach creepers or climbing plants to walls or surrounding fences

#### **Appearance from Outside**

- 7. (a) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, steps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Fixtures on outside walls are not permitted.

- (b) Prior approval of the Trustees is required for :
- (i) all intended additions, improvements or alterations, which would alter the external appearance of any unit. Additions include awnings, fences, paving, solar heating, enclosures of verandahs, erection of television aerials/dishes, shade cloth canopies, air conditioners and solar film on windows.
  - (ii) window screening. Only standard colours are allowed in accordance with the samples that are available at the Manager's Office.
  - (iii) awnings which must be of the standard colour and design per the Samples available at the Managers Office.
  - (iv) The installation of security gates, burglar guards, solar water heating, satellite dishes and air conditioners. These installations must be in conformation with existing installations and be of acceptable levels of workmanship.
- (c) Owners may not permit any contractors employed by them to obstruct or damage common property, nor unduly inconvenience residents.
- (d) The owner shall be responsible for any costs involved in removing building materials, tools and waste (scaffolding, etc.) left behind by any contractor. The Manager is to be advised of any contractors entering the Village and such contractors must observe all security procedures laid down by the Board of Trustees.

### **Signs and Notices**

8. (a) No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained. Appointed estate agents signs only shall be displayed.
- (b) In the interests of security and to ensure that only bona fide guests of and visitors to residents enter the Village or make use of the facilities that are common property, no owner or occupier of a unit shall advertise or give notice of any activity within the Village by way of radio, advertisements or notices in any newspaper or publication or on any notice board or other place outside the Village, without the consent of the Trustees.

### **Littering**

9. An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

### **Laundry**

10. An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his own washing lines, nor hang any washing or laundry, mats, swimming towels or any other items on any part of the building or common property so as to be visible from outside the buildings or from any other sections. If necessary, specially designated drying areas may be utilised.

### **Storage of Inflammatory Material and other Dangerous Acts**

11. (a) An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- (b) No person shall bring or permit any person to bring any substances into the Village or permit the storage of any substances which may constitute a fire hazard or a threat to

the health of any of the residents or other persons or which may result in the contamination of the Village.

- (c) Storage and the use of fireworks is strictly prohibited within the development.

### **Letting of Units**

- 12. (a) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- (b) Any agreement of lease entered into between owner and tenant shall include the conduct rules as an annexure and shall require strict compliance therewith by the tenant.
- (c) Any agreement of lease entered into between owner and tenant shall be for a minimum period of 6 months, and shall be subject to the prior approval of the Trustees.
- (d) No section in the Village may be used for the purposes of holiday accommodation by either the owner or tenant.

### **Re-sale of units**

- 13. No owner shall be entitled to pass transfer of his unit without prior written consent of the Trustees of the Body Corporate, notably that all levy payments due are paid to date, This includes the provision in terms of clause 9.2 in the original purchase and sale agreement that 5% of the original purchase price be paid into a levy stabilisation fund for the Lakeview Body Corporate, and that the purchaser of the unit confirms in writing that he is in possession of the conduct rules and is fully conversant therewith.

### **Eradication of Pests**

- 14. An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Manager, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

### **Security**

- 15. (a) No vehicles or persons shall enter or leave the Village at any point except at the entrance gate, other than in extra-ordinary circumstances.
- (b) Visitors to the Village shall be required to sign the prescribed entry document. The right of admission to the Village shall be at the discretion of the Trustees who may, on any reasonable grounds, deny any person access to the Village.
- (c) No vendor, nor their vehicles, will be permitted through the gates except by prior agreement by the management or with a resident who shall inform the security guard at the gate of the impending arrival.
- (d) Every resident shall display a Lakeview sticker on the windscreen of his vehicle to gain access to the Village.

### **Domestic Workers, Care Workers & Employees**

- 16. (a) All workers are obliged to abide by these rules. Residents must adequately explain any relevant rules to their workers and ensure they understand them.
- (b) All residents must apply to the manager for identity badges for their permanently employed domestic workers and ensure that this badge is prominently displayed while the worker is in the Village.
- (c) Temporary domestic workers who are working in the Village shall be required to sign the prescribed entry document with the security guard on duty at the security gate.

### **Open Spaces And Environmental Aspects**

17. (a) The Trustees shall be entitled to control all aspects of the environment on or about the Village including but not limited to the management and control of fauna and flora, in accordance with the published Environmental Management Plan.
- (b) No person shall do anything or omit to do anything that may in the opinion of the Trustees, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of common areas by residents and their invitees.
- (c) Littering is strictly prohibited.
- (d) No person shall discharge any firearm, air-rifle, crossbow or similar weapon or device on or about the Village.
- (e) No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specially designed for that purpose.
- (f) No persons shall make or cause any undue disturbance or noise or do anything that may constitute a nuisance to other residents. Loud music, television and any other excessive noise must cease between 21h00 and 07h00.
- (g) Residents may landscape their gardens as per the Environmental Management Plan, using a minimum of 80% indigenous plants.
- (h) No resident has the authority to take a decision on his own to trim, cut back, lop, crown lift or fell any tree within the boundaries of the Village.
- (i) No resident may plant any alien plant species.
- (j) Careful consideration should be given to the planting of plants with vigorous root systems to ensure they do not cause damage to drains, underground cables and foundations.

### **Dam**

18. (a) No person shall launch any boat or craft of any description on the dam at the Village. No water sport (including but not limited to scuba diving, spear fishing, wind surfing and the like) is permitted on the dam and no person shall enter the dam without prior written consent of the Trustees or, the Manager.
- (b) The dam will be stocked with various indigenous fish species and fishing is/will be encouraged on a catch and release basis.
- (c) No dog shall be allowed to enter the dam.

### **Electricity and Water Supply**

19. No person shall in any manner for any reason whatsoever tamper or interfere with any meter, switch or service connection or service protection device or mains supply. Any person found so doing, will be held liable for the cost of any resulting repairs.

### **Exclusive Use Areas**

20. Common property must be accessible for the reading of meters, general maintenance and garden services. Garden services are employed to maintain common property but will not tend residents' flower beds, which must be maintained to acceptable standards. Should any owner or tenant continually fail to maintain flower beds, the Trustees may, after adequate warning, remove any plants from a bed and reinstate with grass. The costs for this will be borne by the offending owner.

### **Use of Facilities**

21. (a) Owners and occupiers of sections and their guests are entitled to use the facilities provided, including the dining room, lounge, hairdresser, gymnasium, swimming pools and communal areas. Residents must accompany their guests while using these

facilities and are responsible for their behaviour and must ensure that they at no time prejudice the comfort and enjoyment or convenience of other residents. Children shall be supervised at all times.

- (b) Any damage to the facilities, equipment therein or the surroundings, whether caused by an owner or occupier or their family or visitors, shall be for the account of the owner concerned.
- (c) Owners or occupiers must obtain written permission from the Trustees before facilities may be used by a group of people. A charge may be imposed for the hire of any facility used by large groups.

### **Risk and Liability**

- 21. (a) All persons enter the premises and buildings and make use of the facilities at their own risk.
- (b) The Body Corporate shall not be liable for any claim by an owner or occupant of a section or by his workmen, contractors, domestic workers, guests or family members or any other person by reason of any injury, medical expense, loss of life, damage or loss of property or otherwise, occurring in a section or common property, arising from fire, theft, a structural defect to a building or facility, whether caused by human, animal, natural phenomena or otherwise. The Body Corporate shall not be liable for any act by, or for neglect of the Trustees, or the employees, agents or contractors of the Body Corporate.
- (c) The Body Corporate shall not be liable for damage, loss or non delivery of goods or mail to any occupant.

### **Restrictions**

- 22 No Occupier of a residential section ie. cottages and apartments, but excluding the Care Centre and Central Complex amenities, may use his Section for any commercial or trading purposes.

### **Complaints**

- 23. Owners and occupiers of sections shall inform the manager in writing of any complaints, requests or problems that they experience in respect of the building or in regard to other residents.

### **Conduct and Behaviour**

- 24. Harassment or intimidation, which includes abusive, foul or threatening language or behaviour, directed at any owner, tenant, staff member or guest is prohibited and shall not be tolerated.

### **Nuisance in sections and on exclusive use areas**

- 25 An owner may not use his section or exclusive use area so as to cause a nuisance to any occupier of a section. Nor may he permit others to do so.

### **Enforcement of Rules**

- 26. For purposes of the enforcing any of these rules, the Trustees may take such action, including litigation, as they may deem fit. In the event of any resident disputing the fact that he has committed a breach of these rules. A committee of three Trustees appointed by the Chairman for that purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure as they may direct.