

Lake View Estate Body Corporate SS 241/2001

Tabled, unanimously voted upon at the Annual General meeting of Lakeview Estate Body Corporate SS 214/2001 held on 2019 at .

CONDUCT RULES

These conduct rules are in addition to the Prescribed Conduct rules in Annexure 9 to the Regulations promulgated in The Sectional Titles Act, 95 of 1986, as amended.

1. INTRODUCTION

- 1.1. The main objective of the scheme is to provide a high quality lifestyle for all residents, and the purpose of these Rules is to protect this lifestyle.
- 1.2. The rules are binding on all occupants of the units with in the scheme.
- 1.3. The registered owners of the properties are responsible for ensuring members of their families, tenants, visitors, friends and their employees abide by these rules.
- 1.4. Harmonious community living is achieved when residents use and enjoy their private property as well as the common areas and amenities of the scheme, whilst being generally considerate to all the occupants of the scheme.
- 1.5. In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. In the instances where problems cannot be resolved, the matter should be brought to the attention of the Trustees for arbitration and settlement.
- 1.6. The rules have been established in accordance with:
 - 1.6.1. Offer to Purchase agreement, which forms part of the Deed of Sale.

2. GOOD NEIGHBOURLINESS

- 2.1. Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. This includes auctions, jumble sales etc. This shall not however preclude an owner from selling his unit by way of public auction
- 2.2. No business may be conducted from home without the written consent of the Body Corporate. All owners / tenants wishing to conduct businesses from home have to apply to the Trustees in writing. Such business operations must adheres to the criteria and conditions as specified by the Body Corporate and to local municipal by- laws and regulations. Approval will be for a maximum

- of two years after which a new application should be made to the Body Corporate.
- 2.3. Owners of units shall be entitled to let out their units provided that all tenants are bound in writing to abide by the rules of the Body Corporate as set out in paragraphs 4.1.3.7.6 and 4.1.3.7.7 hereunder, and the owner shall be responsible for removing those tenants should they materially breach the rules of the Body Corporate and create a material nuisance of themselves.dd
 - 2.4. The volume of music or electronic instruments, partying and the activities should be kept at a level so as not to create a nuisance to neighbours.
 - 2.5. The mechanical maintenance and the use of power saws, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between the following hours:
 - 2.5.1. Monday – Friday 07:30 - 17:00
 - 2.5.2. Saturdays 07:30 – 13:00
 - 2.6. Washing lines must be suitably screened from streets and neighbouring properties.
 - 2.7. Refuse and refuse containers may not be placed on the street.
 - 2.8. Advertisements or publicity material may not be exhibited or distributed unless the consent of the Trustees has been obtained.
 - 2.9. No unused automobiles shall be parked or repaired within the properties except in enclosed garages.
 - 2.10. No animal hotel, piggery or chicken farm or any other enterprise which in the sole discretion of the Trustees is repulsive shall be permitted on a property.
 - 2.11. The use of fireworks is STRICTLY PROHIBITED on the estate and in no circumstances will this rule be relaxed due to the fact that the estate is surrounded by trees and poses a fire hazard.

1. PETS

- 1.1. All existing pets are to be accepted and permitted on the premises
- 1.2. Any local authority by-laws applicable to the scheme relating to pets will be strictly enforced.
- 1.3. Should anyone wish to have any additional pet's permission must be obtained from the Trustees of the Body Corporate
- 1.4. Large and/or aggressive pets are discouraged.
- 1.5. Residents must keep pets under control at all times so that they are not a nuisance. Pets may be removed in the event where they are a nuisance.
- 1.6. No livestock or Poultry may be kept without the written permission of the Body Corporate.

- 1.7. Pets are not permitted to roam the streets and dogs must be kept on a leash in all areas at all times unless in a suitably fenced off area.
- 1.8. Should animal excrement be deposited in a public area the pet owner shall be responsible for the immediate removal thereof.
- 1.9. Every pet must wear a collar with a tag indicating the name, telephone number of its owner. Owners whose dogs stray will be fined 2 x the prevailing levy. Stray pets without identification tags will be apprehended and handed to the SPCA.
- 1.10. The Body Corporate reserves the right to request the owner to remove his pet should it become a nuisance.
- 1.11. No person is allowed to feed, tempt or touch other animals.

2. APPEARANCE AND GARDENING

2.1. Body Corporate Responsibilities

- 2.1.1. The Body Corporate appointed Management Company is responsible for cleaning the paving, upkeep of the Common Property's garden and Lawns.
- 2.1.2. Exclusive use areas must be kept clean, neat and tidy on a regular basis to the satisfaction of the Trustees, failing which, the Trustees reserves the right to clean the area at the owner's expense.
- 2.1.3. If a residence has no exclusive use area the owner shall be responsible to keep an area of at least 10m clean, neat and tidy around the perimeter of the residence.

2.2. Owner / Tenant Responsibilities

- 2.2.1. Each owner shall be responsible for the upkeep of their exclusive use area.
- 2.2.2. No trees, plants or sidewalk lawn may be damaged, removed or planted without the permission of the Body Corporate.
- 2.2.3. The planting of indigenous trees and shrubs is recommended.
- 2.2.4. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 2.2.5. Trees should not be allowed to obstruct the view enjoyed by neighbors.
- 2.2.6. No unsightly Wendy Houses or tool sheds may be erected. If the owner refuses to comply, the Body Corporate may remove such structures at the cost of the owner. Any structures must be erected in accordance with building rules.
- 2.2.7. Equipment, tools, engine and vehicle parts, as well as accommodation for pets, should be located out of view and screened from neighbouring properties and the street.
- 2.2.8. Refuse left for collection shall be packed and sealed in BLACK BAGS ONLY.

- 2.2.9. Only household refuse will be accepted for disposal in the designated area on the Common Property I and then only on the condition that it is packed in accordance with this sub-rule above.
- 2.2.10. Storage of inflammable materials is STRICTLY PROHIBITED and all owners are advised that storage of such materials is in contravention of the insurance requirements. This shall not be applicable to LPG cylinders used for domestic purposes”.
- 2.2.11. No refuse, waste or rubbish may be dumped or stored on a property, whether above or below the surface level of the land (except garden refuse used bona fide for the manufacturing of compost) and no refuse, rubbish or waste may be burnt on a property.
- 2.2.12. In general, each member shall keep his property in a neat and tidy condition and to the general satisfaction of the Body Corporate.

3. ALTERATIONS AND BUILDING

- 3.1. Due to the nature of the development, Unit Owners are responsible for the total upkeep of their unit internally and externally.
- 3.2. TV Aerials and-satellite dishes - all requests for private installations to be done in writing to the Board of Trustees and such installations shall- be done within the parameters set by the trustees.
- 3.3. All external improvements or additions, must be approved by the Trustees in writing, approved with the Municipality and registered in the Deeds office at the owners expense.
- 3.4. Any change of unit size will affect the insurance which will change accordingly.
- 3.5. Any external or internal alteration will need to fulfil the requirement of the Lakeview Estate Architectural and Building Policies. (Annexures A & B)

4. ADMINISTRATION

4.1. Levies

4.1.1. Levies, will be paid as follows:

- 4.1.1.1. As per amount approved in the latest AGM.
- 4.1.1.2. All levies are payable in advance before the fifth day of every month.
- 4.1.1.3. It is compulsory that payment must be effected by way of debit order.
- 4.1.1.4. Non receipt of statements from the Body Corporate shall not be an excuse for failing to pay levies due to the Body Corporate. Should the Body Corporate not have issued statements for any other amounts due, however, addressed and sent to the applicable owner at his address on record with the Body Corporate this may be an excuse for

delayed payment, but the amount due will become immediately payable when the owner is informed of such amount.

4.1.1.5. In the event of an account remaining unpaid after the seventh day of the month, the Trustees shall have the right (without prejudice to any other rights available to the Body Corporate) to terminate the supply of electricity to the affected Section, and to terminate any other services which may be supplied from time to time.

4.1.1.6. In the event of the supply of electricity being terminated, all arrears on the account, together with a reconnection fee, as agreed by the Body Corporate annually, shall be payable before restoration of the service.

4.1.1.7. Arrear levies will attract interest of 15,5 % per annum.

4.1.1.8. Further penalties or legal action, to be determined from time to time will be imposed on owners with accounts in arrears for 60 days or longer. The Body Corporate shall be entitled to recover all legal costs incurred on the attorney and own client scale.

4.1.1.9. The Trustees have the right to fine transgressors where any of the rules as stipulated by the Body Corporate from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.

4.1.1.10. The Body Corporate has the right to offer discounted schemes for levies paid on debit order or annually in advance.

4.1.2. Insurance

4.1.2.1. The Body Corporate carries the following;

4.1.2.1.1. Public liability cover. An amount agreed Annually at the Annual General Meeting.

4.1.2.1.2. All building cover under an authorised damage policy that will replace or reinstate the building back to its original condition, a valuation of which is done every three years and escalation is agreed annually at the Annual General Meeting. The premium for each unit will be invoiced accordingly and is due and payable on receipt of the invoice.

4.1.2.2. Any excesses arising for a claim need to be covered by the unit owners, own insurance.

4.1.3. Reselling and Letting Units

4.1.3.1. The concept of this scheme imposes certain restrictions on the manner in which estate agents may operate herein. In order to ensure that the rules applicable, which regulate sectional title ownership and occupation of the premises, are made known to new

residents, the following rules relating to the re-sale or letting of property shall apply:

- 4.1.3.2. Should an owner want to sell or lease his property, only an accredited estate agent approved by the body corporate may be selected to manage the sale or lease.
- 4.1.3.3. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Agents are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of the Body Corporate.
- 4.1.3.4. The accredited agent and the owner must ensure that the buyer and / or tenant is informed of and receives a copy of these House Rules. These rules must be attached as an annexure to any deed of sale or lease agreement.
- 4.1.3.5. Conditions of Title
 - 4.1.3.5.1. The Seller shall be entitled to procure that, in addition to all other conditions of title and / or subdivision referred to, the following conditions of title be inserted in the Deed of which the Purchaser takes rifle to the property:
 - 4.1.3.5.2. "Every owner of the erf, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a Member of the Body Corporate and be subject to its constitution, until he ceases to be an owner as aforesaid.
 - 4.1.3.5.3. "Neither the erf, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Body Corporate."
 - 4.1.3.5.4. "The owner of the erf, or any interest therein, or any unit thereon as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Body Corporate which certifies that the provisions of the Body Corporate have been complied with."
 - 4.1.3.5.5. The terms "Body Corporate" in the aforesaid conditions of title shall mean the Lake View Estate Body Corporate SS241/001. In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, The Purchaser hereby agrees to such amendment.
 - 4.1.3.5.6. The following Clauses are to be included in all leases.:

- 4.1.3.5.7.** It is recorded that the premises are a unit and exclusive use area, where applicable, forming part of a Sectional Title scheme which together with the common property in the scheme are controlled managed and that the building and land are controlled, managed and administered subject to the provisions of the Sectional Titles Act 1971 by means of rules for the control management administration, use and enjoyment of units and the common property, It is accordingly agreed that: -
- 4.1.3.5.7.1.** Notwithstanding the provision of any clause of the lease, the premises shall mean the unit and its share in the common property as shown and more fully described on a sectional plan in the Sectional Title Scheme known as Lakeview Estate.
- 4.1.3.5.7.2.** Without prejudice to the provisions of the lease, the rights and use and enjoyment of the premises by the lessee are subject to the provisions of the Sectional Title Act 1971, as amended and a breach of the regulations promulgated there under or the Conduct Rules shall be a breach of the Lease.
- 4.1.3.5.7.3.** Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.
- 4.1.3.5.7.4.** In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor must give notice to the Lessee specifying the breach and requiring the breach to be remedied within the period of 21 days, failing which the lease may be cancelled. Should the lessee fail to vacate the owner should be obliged at his expense to take the necessary legal action to have the lessee evicted. in terms of the provisions of Section 14 of the Consumer Protection Act 68 of 2008.
- 4.1.3.5.7.5.** The Lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and hired help shall adhere to all rules and regulations as contained in this document.
- 4.1.3.5.7.6.** Where tenants continuously breach the rules the owner shall be obliged to take the necessary action to have the breach remedied failing which to terminate the lease

and take any necessary action to have the tenant evicted.

If the owner fails to do this he will be fined.

4.1.3.5.7.7. owners can be requested to terminate the lease agreement and or be held liable for the maximum fine allowed under these rules. This clause must be written into the lease agreement.

4.1.3.5.7.8. Under no circumstances will any part of the property be sub-let.

4.1.3.5.7.9. An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons.

ONE BEDROOM MAXIMUM 2 persons.

TWO BEDROOM MAXIMUM 4 persons

THREE BEDROOM + MAXIMUM 8 persons

NOTE: Accreditation of Estate Agents:

An Estate Agent is accredited after signing an agreement with the Body Corporate to the effect that such agent will abide by the stipulated procedures applicable to the sale and / or a lease of the property, and after having been inducted in respect of the concepts, rules and conditions under which a purchaser and / or lessee acquires and / or leases the property.

Accreditation of Estate Agents may be reviewed by the Body Corporate from time to time, and an updated list of accredited agents will be made available at the office of the Body Corporate. The accreditation policy for Estate Agents may be reviewed by the Body Corporate from time to time.

5. ACCESS AND SECURITY

5.1. Security protocol at the gate must be adhered to at all times.

5.2. All owners must request visitors to adhere to security protocol.

5.3. All owners must ensure that contractors in their employ adhere specifically to the security stipulations of the scheme.

5.4. All attempts at burglary or instances of fence jumping must immediately be reported to a member of the Estate Management Company.

5.5. Security is an attitude. Be aware that you need to enforce and apply security to make it work.

5.6. Remotes may not be utilized by anyone other than the Unit Owner and registered user, nor may they be loaned to other persons.

- 5.7. Should any owner let his property, he shall notify the Body Corporate in writing in advance of occupation, the name of the lessee, and the period of such lease. The owner shall inform the lessee of these Rules.
- 5.8. The occupants of any unit are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Conduct Rules.

6. ROAD USAGE

- 6.1. The speed limit is restricted to 30 km per hour, which speed limit may be enforced in any fitting way by either the Trustees or anybody appointed by the Trustees, including any Local Authority with jurisdiction;
- 6.2. Save for the above, the local Road Traffic Ordinance regarding road and street usage will apply.
- 6.3. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of roads and must take responsibility for their children's safety.
- 6.4. Engine powered vehicles, e.g. cars and motorcycles are permitted to drive on the streets. Parks and pavements are off-limits.
- 6.5. Only licensed drivers may operate and drive licensed engine- powered vehicles.
- 6.6. Pedestrians have the right of way.
- 6.7. Vehicles may not be parked in the road in such a way as to obstruct other road users.
- 6.8. The use of motorcycles or other vehicles with noisy exhaust systems save for entering or exiting, is prohibited. Any persons not complying will be fined of a double levy for 1st offence, triple levy for 2nd same offence, 10 x levy for subsequent same offences.

7. WATER USAGE

- 7.1. Lake View Estate has a responsibility to Lepelle Northern Water to assist them in controlling access to Ebenezer Dam.
- 7.2. Boat owners are responsible for their vessels on the water and need to adhere to the national rules regarding water use.
- 7.3. Lake View Estate is not permitted to allow any watercraft access to Ebenezer Dam unless the following minimum conditions are met;
 - 7.3.1.1. The vessel is registered with SAAMSA and the registration number is fitted to the vessel and the trailer.
 - 7.3.1.2. The vessel has a valid Certificate of Fitness.
 - 7.3.1.3. The vessel has a valid Lepelle license which is visible on the craft.
 - 7.3.1.4. The skipper of the vessel has a valid Skippers License.

- 7.3.1.5. The vessel has all of the lifejackets on the vessel for the total number of registered passengers.
 - 7.3.1.6. All the required safety equipment is present at all times on the vessel.
 - 7.3.1.7. The trailer has a valid contact name and number fitted to it.
 - 7.3.1.8. Only the registered number of passengers are transported on the vessel.
- 7.4. Owners of rafts moored on Ebenezer need to register their raft with Lepelle Northern Water. Owners need to familiarize themselves with the special requirements for rafts.
 - 7.5. The area on both sides of the slipway is for owners and their guests using the facility. Parking for trailers and/or vehicles on a short term or long term basis must be in the designated parking area.
 - 7.6. The launch ramps should be kept clear at all times and boat launching should be conducted with minimal delay to other users.
 - 7.7. Contravention of the national boating and water use rules could result in Lake View Estate losing the right to a harbor and access to the dam. Fines and/or vessel confiscation could also be implemented by the local authorities and their agents. Please ensure compliance to avoid such measures.

8. DISPUTE PROCEDURE

Responsibility

The Owners/Occupants responsible for self-governance of the rules and procedures of their households and visitors.

The Board of Trustees will only intervene if there is disregard of the rules and procedures.

Fines may be implemented on the transgressors by the Board of Trustees for nonconformance of the rules and procedures.

- 8.1. In the event of complaints, the parties involved should attempt to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure to follow shall be the following:
 - 8.1.1. Written submissions will be made by the parties involved in the dispute to the Trustees;
 - 8.1.2. The Trustees may, at their sole discretion, decide as to whether the Trustees will reconcile and / or arbitrate on the matter;
 - 8.1.3. In the event that the Trustees are of the view that they are entitled to arbitrate on the matter, the decision of the Trustees shall be final and binding in respect of the resolution of the dispute;
 - 8.1.4. In the event that the Trustees are of the view that they are not prepared to arbitrate in the matter, the Trustees may either inform the parties

involved that the Trustees are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and / or by legal action and / or arbitration;

8.1.5. Either party may refer the matter to the CSOS, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute; In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

8.1.6. Failure of the owner to attend such hearing will not preclude such hearing to continue and be finalised in his / her absence.

9. SUGGESTIONS AND COMPLAINTS

9.1. Suggestions and complaints are to be given in writing to the Body Corporate.

9.2. Written complaints will be replied to in writing, after due consideration by the Board of Trustees or through the minutes of the meeting.

Annexure "A"

BODY CORPORATE: ARCHITECTURAL GUIDELINES

1. INTRODUCTION

- 1.1 The purpose of these Guidelines and Rules is to encourage individual creativity within a unity of materials and finishes so as to ensure that the overall development harmonises and to provide a high quality lifestyle for all the residents. The intentions of these guidelines are to protect this lifestyle, and to stimulate good neighbourly relations.
- 1.2 The Architectural Committee shall be composed of members appointed by the Trustees of the BODY CORPORATE. The Architectural Committee shall have and exercised all powers, duties and responsibilities set out in these Guidelines and Rules.
- 1.3 Construction must proceed without lengthy interruptions and the works should be completed with TWELVE MONTHS (12 months) from such date. Any extension of this period will be subject to the approval of the Board of Trustees.
- 1.4 All designs must be based on the EIA requirements as well as any guidelines as contained and registered in the Deeds Office relating to the scheme.
- 1.5 Only one dwelling house with the necessary outbuildings may be erected on the area as indicated in the Deed of Sale.
- 1.6 The owner has a duty to provide lateral support to adjacent stands where buildings are constructed in an excavated area.

2. GENERAL ARCHITECTURAL RULES

- 2.1 For approval of any type of building or alteration, full plans plus list of materials to be used must be submitted.
- 2.2 Architects and Architectural Technologists must show sensitivity to the environment. Visual awareness and privacy must be taken into consideration. The Architectural Committee shall protect the seclusion of each home site from other sites.
- 2.3 Kitchen yards and drying yards are to be screened from general view. Washing lines are to be indicated on the drawings.
- 2.4 Outbuildings and future additions are to match existing buildings in all respect and plans must be submitted to the Architectural Committee for approval.
- 2.5 Caravan, boat or trailer carports must form an integral part of the overall design of the house.
- 2.6 Wood and other storage spaces must be designed as an integral part of the house.

- 2.7 Any exterior lighting should not unreasonably disturb the residence of other stands.
- 2.8 No Wendy houses, carports, shade ports, portable pools, pre-fabricated structures, garden sheds, temporary structures, etc, will be permitted in the Estate without the prior written approval of the BODY CORPORATE.
- 2.9 Yard and screen walls must compliment the basic materials and design of the building.

3. GENERAL TOWN PLANNING CONTROLS

3.1 COVERAGE

- 3.1.1 Maximum of one dwelling per plot.

3.2 HEIGHT OF BUILDINGS

- 3.2.1 Maximum of two storeys (excluding roof and loft rooms).
- 3.2.2 Maximum height no more than NINE (9) meters above the highest point on the plot.

3.3 SIZE OF BUILDINGS

- 3.3.1 The minimum size of any house in the Estate should not be less than 120 m², excluding garages and outbuildings.

3.4 BUILDING LINES

- 3.4.1 The building shall be placed as practically as possible within the plot.
- 3.4.2 Relaxation of building lines may be considered by the BODY CORPORATE or Architectural Committee. A written application, providing a motivation with a site development plan indicating the proposed building line infringement, must be submitted for the approval of the BODY CORPORATE or Architectural Committee.

3.5 EASEMENT

- 3.5.1 Easement is granted to all emergency services, police and the fire protection services, ambulance and all similar, to enter upon the streets and common areas in the performances of their duties. Easement is hereby granted to the maintenance personnel to enter in or across the common are of the Estate.

3.6 SERVICES

- 3.6.1 No sewer, electrical lines, water lines or other utilities may be installed or relocated, except as approved by the BODY CORPORATE.

3.7 TREATMENT OF ERF BOUNDARIES

- 3.7.1 Garden fences and/or walls are strictly limited to the perimeter of the boundaries. Relaxation of the restriction may be considered by the BODY CORPORATE or Architectural Committee.
- 3.7.2 All walls/fences shall be of the palisade type i.e. see through.

3.8 SWIMMING POOLS

- 3.8.1 Swimming pools must comply in all respects with Part-D, sub-section DD.4 of SABS 0400-1990.
- 3.8.2 A safety net can substitute a fence, with the consent of the Local Authority.
- 3.8.3 No portable pools or diving boards will be permitted in the Estate.
- 3.8.4 The safety of private swimming pools is that of the respective owners.

4. PLANS

- 4.1 Sketch plans together with site plan must be submitted to the Architectural Committee.
- 4.2 Three working drawings in compliance with the approved sketch plans, are to be submitted to the Architectural Committee for approval, prior to being submitted to the Local Authorities. *No construction may commence before this approval has been granted and the Builder's Code of Conduct, Annexure "B", has been signed.*
- 4.3 One copy of the original sketch submission together with one copy of the final submission will be kept for record purposes.
- 4.4 All plans must satisfy the requirements of the National Building Regulations.
- 4.5 The designs of the unit and the entire stand should show sensitivity to the existing natural features, flora and sand topography; contour lines are to be shown.
- 4.6 Surrounding structures are to be taken into account when designing the house.
- 4.7 The Architectural Committee shall ensure that all affected parties (i.e. neighbours) are consulted concerning the plans.

Annexure "B"

BODY CORPORATE: BUILDING POLICY

1 INTRODUCTION

The purpose of this Policy is to ensure that all building activities within Lake View Estates occur with the least possible disruption to the residents, the natural beauty and vegetation within the Estate. In the event of any uncertainty, residents and/or their contractors are most welcome to contact the BODY CORPORATE or the Architectural Committee or their nominated Architect.

Building according to approved standards obviates the necessity of making costly changes at a later stage.

2 ARCHITECTURAL REQUIREMENTS

- 2.1 All building plans should be in accordance with the Aesthetic Policy applicable to Lake View Estate, and must be approved by the Architectural Committee or their appointed Architect.
- 2.2 This requirement is also applicable to any additions and external alterations to existing structures and dwellings.
- 2.3 The Architectural Committee must approve all fencing with regard to both material and dimensions.
- 2.4 The position, size and sitting of TV antennae and satellite dishes must not be unsightly.
- 2.5 Roofing materials for patios, carports and outbuildings must be approved by the Architectural Committee, no shade cloth will be allowed.
- 2.6 Building lines must not be relaxed.
- 2.7 The natural contours of the property may not be altered in such a way that it may be to the detriment of your neighbour.

3 APPROVAL OF BUILDING PLANS

- 3.1 All building plans must be submitted to the Architectural Committee for approval prior to submission to any local authorities. A submission fee, the amount agreed upon at the AGM annually is to be paid to the BODY CORPORATE on submission of plans.

3.2 First Stage

3.2.1 Submit one set of drawings for comments on compliance/ non-compliance of minimum criteria. Use attached "Check List" of relevant criteria.

3.2.2 Allow two week for approval.

3.3 Second Stage

3.3.1 Submit a full set of drawings including all required copies for final Aesthetic approval. If drawings meet all the criteria, they are stamped and signed by the Architectural Committee.

3.3.2 Allow one week for approval.

3.4 Third Stage

3.4.1 Submit drawings to responsible authority for final approval. At present it is the Greater Tzaneen Municipality.

4 COMMENCEMENT OF BUILDING ACTIVITIES

4.1 No construction activities may take place until such time as the Trustees are in receipt of plans approved by both the Architectural Committee and written proof that the plans have been submitted to the local authorities. The construction is at the owner's risk if the plans are not approved by the local authorities. Once building activities have started, the building/improvements must be completed within 12 months from the commencement date.

4.2 A water connection Fee, the amount agreed upon at the AGM is paid to the BODY CORPORATE.

4.3 A non-interest bearing water deposit, the amount agreed upon at the AGM, is paid to the BODY CORPORATE.

4.4 A building deposit, the amount agreed upon at the AGM to the BODY CORPORATE before construction commences. This amount will be held free of interest by the Trustees of the BODY CORPORATE. This deposit will be used to remove any rubble or make good any damage caused for example kerbing, landscaping or community services. This deposit shall only be refunded with 14 days once a clearance certificate has been issued by the BODY CORPORATE stating that there was no breach or non-performance to remove buildings rubble or any damage caused by the contractor, sub-contractor or suppliers and a municipal occupation certificate has been lodged with the Body Corporate.

5 CONSTRUCTION PERIOD

5.1 Construction is to begin with in 14 days of site hand over.

5.2 Once building activities have started, the improvements must be completed within 24 months from the commencement date for homes of up to 400 square metres. Larger homes may take an extra month per

100 square metres. Failure to adhere to this will lead to a fine, as agreed at the Annual General meeting.

- 5.3 A monthly building Levy will be payable, by the builder to the BODY CORPORATE, the amount being agreed upon at the AGM. This is to cover any additional security costs and the inspection of the site by an appointed inspector.
- 5.4 No deviation from plan will be allowed during construction, unless approved by the Architectural Committee and the local authorities. Deviation from plan will result in the site being closed down until rectification.

6 OCCUPATION CERTIFICATE

- 6.1 During the construction phase the requirement of the Greater Tzaneen Municipality is that three inspections take place:-
 - 6.1.1 Foundation inspection
 - 6.1.2 Sewer inspection
 - 6.1.3 Final completion inspection
- 6.2 When applying for the occupancy certificate, the following certificates are required by the Greater Tzaneen Municipality:-
 - 6.2.1 Termite poison certificate.
 - 6.2.2 Glazing certificate.
 - 6.2.3 Electrical compliance certificate.
 - 6.2.4 Roof trusses ITC loading certificate.
 - 6.2.5 Where any structural design has taken place by an engineer, approval certificate, i.e. structural slabs, foundations, etc an NHBRC appointment and a drawing signed by the professional Engineer with his/her registration number, is required.

7 CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY

- 7.1 Upon acceptance of these rules Contractors are bound by the rules of the Estate, but the onus remains with the cessionary to ensure adhesion to all Estate Rules.
- 7.2 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic.
- 7.3 The Security personnel reserve the right to subject vehicles entering and exiting the Development to a search.
- 7.4 Contractors are required to provide the following on site hand over.
 - 7.4.1 Registration of Vehicles anticipated to be entering the Estate
 - 7.4.2 A List of names of Contractors and Sub Contractors as well as copies of their ID's
 - 7.4.3 This may be updated from time to time during the building process with the EMC.
- 7.5 Constructions work hours will be:

- 7.5.1 Monday – Friday 7h30 – 17h30
- 7.5.2 NO building over week ends or public holidays.
- 7.5.3 Deviation to the above, will result in a fine of one months levy for first offence, this doubling for every other breach.
- 7.6 No construction work or construction work teams or construction machinery will be allowed outside the above working hours.
- 7.7 Contractor personnel may not reside on site. No contractor personnel will be allowed to roam the Estate by foot. Deviation to the above, will result in a fine of one months levy for first offence, this doubling for every other breach
- 7.8 The contractor shall provide toilet facilities (at a ratio of one toilet per 25 workers) and washing facilities for all his workers, properly screened, within the “footprint” area, before any building activity commences.
- 7.9 No parking of vehicles, dumping of rubble or storage of building material will be allowed outside of the “footprint” area.
- 7.10 No mortar or concrete will be messed on pavement area or road surface. All spillages on road surface will be cleaned immediately by spiller and or contractor responsible. Deviation to the above, will result in a fine of one months levy for first offence, this doubling for every other breach
- 7.11 The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. All hazardous waste must be removed from the Estate every day. Deviation to the above, will result in a fine of one months levy for first offence, this doubling for every other breach Any dispute between the contractor and its employees must be settled outside the boundaries of the Development.
- 7.12 If any employee is found disturbing or endangering the animal birdlife or fish, or is found pilfering, stealing or removing material or goods off site without permission or is involved with any form of violence, the company who employs that person will be removed from the site and both employee and company will be denied the opportunity to undertake any further work in the Development.
- 7.13 Fires for cooking or other purposes will not be permitted, and Builders shall ensure that approved alternative cooking arrangements are made i.e. gas/ paraffin stoves. Builders must ensure that their employees make no fires for heating purposes.
- 7.14 No pets, birds, or domestic animals of the Builders will be permitted onto the Development.
- 7.15 Builders are compelled by the provisions of the Occupational Health and Safety Act 85 of 1993 to make certain arrangements and follows certain procedures to ensure compliance. Home Owners are thus advised to enter into a Safety Agreement.
- 7.16 The maximum speed limit in the Estate is 30 kph.

8 DELIVERIES

- 8.1 All deliveries over a one tonne load, shall be delivered using the servitude road off the G Road (Magoabaskloof). Deviation to the above, will result in a fine of one months levy for first offence, this doubling for every other breach
 - 8.2 The Estate will from time to time and when required, provide an off loading area for loads larger than stipulated above.
 - 8.3 No double axle Vehicles will have access to the Estate, without prior consent of the Trustees or their appointed Managing Agent.
 - 8.4 Where materials are off-loaded by a supplier encroaching onto the roadway, these materials will be moved onto site by the Contractor. No materials must be allowed to remain on the roadway and it is the Contractor's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations.
- 9 Should the BODY CORPORATE have any concern with the conduct of the contractor and/or sub-contractor, the BODY CORPORATE may rectify as it deems necessary and/or reserves the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, without recourse from the cessionary and/or contractor and/or sub-contractor.
- 10 The conditions governing building activities which are set out in this document are rules adopted by the BODY CORPORATE and are therefore binding on all residents, their contractors and sub-contractors. Furthermore, all residents are obliged to ensure that their building contractors and sub-contracts are made aware of the conditions and comply strictly with them. Residents are therefore required to include these conditions in their entirety in any building contract concluded in respect of property in the Estate, and all such contracts may be required to be submitted to the BODY CORPORATE for prior approval. The BODY CORPORATE has the right to suspend any building activity in contravention of any of the conditions and the BODY CORPORATE accepts no liability whatsoever for any losses sustained by a resident as a result thereof.
- 11 The BODY CORPORATE reserves the right to prevent the occupation of any site/structure if the above has not been fully adhered to.
- 12 The above document is fully understood and the contractor and the cessionary undertake to comply with the above points, in addition to any further controls which may be instituted by the BODY CORPORATE from time to time in the form of a written notification, and to ensure compliance by any sub-contractors employed by the contractor.

13 LEGAL STATUS

13.1 The rules and regulations governing building activities as set out in this document are binding on all Residents/Cessionaries, their contractors and sub-contractors. All Residents/Cessionaries are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.

13.2 Residents/Cessionaries are accordingly required to include these rules in their entirety and in any building and architectural contract. Such contracts may be required to be submitted to the BODY CORPORATE.

13.3 The Architectural Committee shall not be liable for damage to any persons or association submitting any architectural plans for approval or to any owner of lands within the Estate by reason of any action, failure to act, approval and disapproval, with regard to such architectural plans. Any person or association acquiring the title to any property in the Estate or any persons or associations submitting plans to the Architectural Committee for approval, by doing so agree that he or it will not bring action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

14 The Architectural Committee shall keep written record of all applications submitted for approval, all actions approved/denied and any other actions taken by it under provisions of this body. These records will be safeguarded for at least one year.

15 The BODY CORPORATE reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by a Resident/Cessionary, contractor or sub-contractor as a result thereof.

16 All the regulations and guidelines contained in this document shall be a burden on the title to all the sites in the Estate.

17 Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining regulations and guidelines.

Signed at on the day of20....

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OWNER OF PROPERTY

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CONTRACTOR

Lakeview Estate Proposals and Recommendations when building

a. Architect

- i. It is recommended that members only use qualified architects or architectural technologists (with 5 years experience) who are registered with the South African Council for Architects for the design of their proposed dwelling.

b. Building Contractor

- i. When selecting a Building Contractor, members should ensure that the Building Contractor is registered with the National Home Builders Registrations Council.
- ii. Prior to awarding a contract to a Building Contractors members should ensure that the Building Contractor has a reputation of delivering work of good standard.

c. Details to consider in design of dwelling

- i. The direction of prevailing wind (north east)
- ii. Lake View is situated in a high rainfall area so consider arriving at the dwelling and offloading supplies and luggage in the wet.
- iii. Considering the weather and climate in winter a fireplace is recommended.
- iv. Moisture and water ingress is a problem so members must carefully consider waterproofing and drainage of rooms/ garages cut into the earth.
- v. Consider using water or weatherproof paint on exposed walls.
- vi. Roof tiles should be secured and waterproofed.
- vii. Design the dwelling with the intention of selling the property in the near future.
- viii. Consider a burglar alarm and connection to armed reaction.

d. When to Build

- i. Members should avoid building during the rainy months. It is recommended that building activities take place from May to September