

**AMENDMENTS TO THE Rules that were approved at
a SGM 2016 and are registered in the deeds office**

**BODY CORPORATE CONDUCT RULES
FOR SEAWARD VILLAS**

Section 35(2)(b) of the Sectional Titles Act 1986

SEAWARD VILLAS RULES.

1. INTRODUCTION.

Seaward Villas is one of many developments within Seaward Estates and Holders are bound by a title deed condition to become members of Seaward Estates Master Home Owners Association (SEMHOA). It follows that, in addition to the rules of Seaward Villas, Holders are also required to comply with the SEMHOA rules which are similar, but far more comprehensive.

The term "holder" shall mean, in relation to each unit, the person entitled to occupation thereof as a Member of the Body Corporate in accordance with the Sectional Plan, and allocated in terms of the Sectional Titles Act No 95 of 1986.

2. ADMINISTRATION AND CONTROL

2.2 Body Corporate.

An annual general meeting will be held within four months of the financial year-end, currently November.

The prime purpose of this meeting is to:

- consider and approve the audited annual accounts
- consider and adopt the budget for the ensuing year
- consider and adopt insurance cover for the ensuing year
- elect trustees for the ensuing year a minimum of 4 Trustees is required
- Approve the appointment of an auditor for the ensuing year
- take decisions with regard to any other business matters.

2.3 Trustees

The Trustees shall meet as often as necessary and not less than once per quarter and shall:

- Elect a chairperson
- Consider and approve monthly statements.
- Attend to other business matters including property maintenance, holders requests or complaints and general matters.

2.4 Managing Agent

The Managing Agent is BALLITO ESTATES (PTY) LTD as represented by Mrs Barbara Shingler.

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Inter alia, the Managing Agent will:

- * Attend meetings of the body corporate and the trustees and prepare Minutes of proceedings
- Control all financial aspects including but not limited to:
 - (a) Write-up of and control of books of account
 - (b) Preparation of monthly and annual financial statements including liaison with the duly appointed auditor.
 - (c) Collection of levies from Holders
 - (d) Payment of supplier and service accounts
 - (e) Insurance of the Body Corporate assets and contingencies
 - (f) Liaison with management of Seaward Estates and other service Suppliers.

3. CONDUCT RULES

Holders, their tenants and visitors expect Seaward Villas to be a place to live in pleasant, peaceful and convivial conditions. The rules are designed with this purpose in mind and holders and occupants are expected to comply with the same fully.

The rules may be amended from time to time by the trustees - subject to approval by Holders by special resolution at the Annual General Meeting Or a special meeting called for this purpose.

Copies of the rules will be submitted to each holder by the managing agent. Holders will be expected to supply copies to their tenants or occupiers.

Holders have the exclusive use of the area around each villa as shown approximately on the attached layout garden plan. There is no right to ownership, but the intention is to provide privacy.

The Trustees will elect a Garden Committee who shall be responsible for arranging for the upkeep of gardens, walls, swimming pool and paved areas. Details of arrangements made in this respect will be circulated to all Holders from time to time.

4 **For the purpose of these Rules :**

- (a) the term "building" shall mean any portion of the sectional title scheme known as " SEAWARD VILLAS "
- (b) the term "premises" shall include the building as defined above and all the land in the registered ownership of the Body Corporate Seaward Villas
- (c) in the event of annoyance, aggravation or complaints occurring between owners or occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance.
- (d) If however the problems cannot be resolved between the parties then they should be brought to the notice of the Trustees in writing.
- (e) in the interpretation of the conduct rules, the decision of the Trustees shall be final and binding.

5 **Structural**

- (a) The villas hereby occupied shall be used for private residential purposes only, and for no other purpose whatsoever. The holder of each unit shall accept responsibility for the interior of his/her unit, and shall make good any damage or breakage to that property.

(b) No Holder shall be entitled to make any alteration of a structural or any other nature to the exterior or interior of the building without the prior written approval of the Trustees of the Body Corporate. Thereafter approval has to be obtained from SEMHOA. After approval amended plans are to be submitted to the municipality for consent before building can commence.

(c) Each Holder of any villas shall ensure that any sewer or drain pipes in, or from, such flat which may become obstructed, are forthwith cleared at his or her expense.

(d) Each Holder shall at his or her expense forthwith make good all damage done, whether accidentally or otherwise, by him/herself, or any member of his household, or by his/her tenants/visitors or to any portion of the common property.

(e) No shades, awnings, air-conditions, security gates or window guards visible from the exterior shall be erected or installed in or about the building except such as shall be approved in writing by the Trustees of the Body Corporate

(f) In order to ensure conformity with the existing overall building elevation, and the requirements of Municipal Building by-laws, any proposed exterior alterations e.g. to windows, doors, or additions to exterior lighting etc must be referred to the Trustees for approval, prior to submission to the Municipality authority for final approval and it is the Holders responsibility following approval of external alterations, to ensure that any external damage suffered to the building or the the gaps are automatic due to the aligning format of the document common property, including paintwork, plaster-work, etc be made good at the Holders or occupants/occupiers expense.

(g) In amplification of sub-rule (g) holder may install :-

(i) any locking device, safety gate, burglar bars or other safety devise for the protection of his section; or

(ii) any screen or other devise to prevent the entry of animals or insects,

(iii) any fencing allowed or enclosing of any areas of the common property.

provided that the Trustees have first approved in writing the

nature and design of the device and the manner of installation.

(h) Keys. Holders or occupiers are responsible for their own keys, locks, fixtures, fittings and installations affording security to the interior of their sections and garages. In an emergency, when forcible entry is necessary, the Body Corporate shall not be held responsible for damage to, or replacement of any items. To avoid such an eventuality, Holders/occupiers are requested to provide the BC with the details of where the key of the flat can be obtained in an emergency.

(i) All taps should be closed off effectively and kept in proper working order. External leakages should be reported immediately to the Supervisor or the Managing Agent to prevent loss of water and possible damage to the building.

(j) Remote controls : The cost of maintaining/replacing/providing extra remotes shall be for the account of the holder.

(k) Construction/demolition noises shall be permitted between the hours of 7.30 a.m. and 16h00 p.m. from Monday to Friday only. No construction noise will be permitted over the weekend or on a public holiday

6 Animals, Reptiles and birds.

NO PETS PERMITTED to be kept in any Villa, the exclusive use area or the common property nor may any pet be brought in by any visitor to Seaward Villas
The only exception to the rule will be small caged birds or fish.

7 Refuse Disposal

Holder/occupier of a Villa shall :-

(a) maintain in an hygienic and dry condition, a receptacle for refuse within his villa, his exclusive use area or on such part of the common property as may be authorized by the Trustees.

(b) ensure that household refuse is placed in the bags provided by the garden staff, which bags are to be placed in front of each villa before 07h00. Collection days are: Domestic refuse (black bags), Tuesdays and Fridays and Recyclables (Clear bags), on Wednesdays.

(c) note that the refuse storage shed is for the use of bags collected by the Municipality only. No dumping of any other items permitted

(d) be responsible for the disposal of other items such as old equipment, furnishings or any form of junk which is not collected by the Municipality.

8 Vehicles

(a) Motor vehicles of Holders, tenants and their visitors may only be parked in such bays and areas as are specifically demarcated for that purpose. In the event that there are numbered parking bays they are for the specific use of the-Holder/tenant of the flat bearing a corresponding number.

(b) Only the number of vehicles for which there is allocated parking allowed per unit i.e. maximum of 2 vehicles per unit

(c) No Holder/tenant shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent in writing of the Trustees.

(d) 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 the common property without the Trustees consent.

(e) Neither the Body Corporate nor its servants nor the Managing Agent or Supervisor shall be responsible for any loss which may be sustained by the Holder or user of a motor vehicle or any other vehicle parked or left on the premises or in any garage therein or in the vicinity thereof, nor for the personal injury suffered by any Holder, servants or friends, whether or not such loss or injury is caused by fire, theft, burglary, negligence accident or by any other cause whatsoever.

(f) Holders, tenants of Villas shall ensure that their vehicles, and the vehicles of their visitors and guests do not drop oil or brake fluid on to the common property, or in any other way deface the common property. The owner shall be responsible for the cost of repair of any such defacing of the common property.

(g) No Holder, tenant shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property an exclusive use area or in a section.

(h) No trailers, caravans, boats, or any other such vehicle may be parked on the common property without the prior written consent of the Trustees.

(i) No person shall drive any motor vehicle, either entering or leaving the premises, at a speed in excess of 20km per hour. All signs will be adhered to and no hooters shall be sounded within the complex except in an emergency.

(j) no trucks over 3 tons permitted to enter in to the complex. Furniture must be decanted from any large pantehnicon and delivered to the unit in a smaller truck

(k) Holders/Occupiers must adhere to the one-way road system in Seaward Villas.
Note also that SEMHOA has stern rules regarding use of the roads and remind all Holders/occupiers that drivers on all estate Roads are subject to Municipal bye-laws

9 Appearance from outside

(a) The Holder or occupier of a Villa used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoops, and gardens which in the discretion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.

(b) No Holder or occupier of any unit shall cause or permit :-

(i) linen or clothing to be hung on the balconies, at the windows or outside the building where they can be seen except in certain areas set aside expressly for this purpose.

(ii) anything to be done in such villa, or upon any other portion of the common property, which shall constitute a nuisance or cause annoyance to any other Holder/occupant in the block.

(a) All Holders shall comply with the reasonable requirements of the Body Corporate.

10 Signs and Notices

No Holder/occupier of a villa, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or on a villa so as to be visible from outside the villa, without the written consent of the Trustees first having been obtained.

11 Littering

Holder/occupier of a villa 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.

12 Storage of inflammatory material and other dangerous acts

(a) A Holder/occupier shall not store any material, or do or permit or allow to be done, any dangerous act in the building or on the common property which will or may increase the rate of the insurance premium payable by the Body Corporate on any insurance policy.

(b) The Holder/occupier shall keep and maintain all electrical and other installations and fittings in the building in good order and condition, and shall not alter or interfere with the electrical or other installations or use them in a way which may conflict with the fire insurance policy over the building, or increase the premium in respect of such policy.

13 Letting/Sale of Unit

(a) Holders have a common law right to sell or lease sections to any person legally entitled to buy or hire the section concerned. The Conduct Rules herein prescribed have been formulated on a reasonable basis, and are designed to ensure the peace, quiet enjoyment and convenience of all Holders/occupiers resident in the villa, and all Holders/occupiers shall make themselves familiar with these rules.

(b) All tenants of units and other persons granted rights of occupancy by any Holder of the relevant Villa is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or grant of rights of occupancy.

(c) SEMHOA has a lease agreement form which needs to be completed by the lessee and submitted to SEMHOA for approval.

(b) Semhoa will not approved an agreement of lease without the prior approval thereof by the Chairman of the Body Corporate. The lease duly signed by the tenant to include a signed copy of these conduct rules.

It should be noted that SEMHOA does not allow short term letting. therefore all lease periods which must be for a period of 6 months or longer

14 Eradication of Pests

An Holder shall keep his villa free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees/ the Managing Agent and their duly unauthorized agents or employees to enter upon his/her villa and taking such action as may be reasonably necessary to eradicate such pests. The costs of the inspection, eradicating any such pests as may be found within the villa which may be damaged by any such pests shall be borne by the Holders of the villa concerned.

15 Staff

Holders/occupiers may not utilize the services of the body corporate garden staff for private purposes unless approved by a member of the garden committee, or at week-ends.

16 Swimming pool

(a) The use of the swimming pool is restricted to Members of the Body Corporate, their bona-fide visitors and their tenants. No unauthorized visitors will be allowed to use the pool facilities, Visitors using the pool must be accompanied by the Holder.

(b) residents are entirely responsible for the behaviour of their visitors and tenants in and around the pool.

(c) No bottles or other glassware objects and articles of food and no item other than towels and clothing are permitted in the swimming pool area.

(d) The casting of any articles or objects and or foreign matter of whatsoever nature into and around the pool is forbidden.

(e) No radios, records or tapes or any other musical instrument may be used and or played within the pool area in a way causing disturbance to residents.

(f) Use of the pool is prohibited between the hours 23h00 and 5h00.

(g) Admission to the pool shall be solely through the gate, which must be kept closed at all times.

(h) No persons shall damage, play or tamper with the filters, motors, pool cleaner and any other apparatus of the swimming pool. Trespassers will be held responsible for damage to the pool, pool equipment and surrounds.

(i) the body corporate, the trustees managing agent and any other employee of the body corporate shall not be liable to any extent whatsoever for the safety of anyone in the pool area. Non-swimmers and children must be accompanied by a person who is able to accept responsibility for them.

Contravention of these rules will be regarded in a very serious light and any damages sustained will be charged to the responsible Owner concerned.

17 Conduct

(a) No Holder/occupier of any villa shall cause or permit :-

(i) The residence of more than 2 persons per bedroom without Trustee approval

(ii) Any disorderly conduct of whatsoever nature upon the property, or any behaviour which shall constitute or cause a nuisance or an inconvenience to any Holder or other person.

(iii) The playing of any musical instrument, or the use of any T.V. or radio between the hours of 11 p.m. and 6.00 a.m. and between 2 p.m. and 4 p.m. in a manner likely to cause annoyance to any Holder/occupier.

(iv) No Holder shall allow children to play in the parking areas or the roadway.

(v) Children must always be kept under control.

(vi) Cycling, skating, roller blading and skate-boarding are not permitted. Parents must ensure that children are aware of these rules in the best interest of their safety.

18 Management General Control

(a) The objectives of the Body Corporate and its Trustees are to control and manage the affairs of " SEAWARD VILLAS" in the best interest of all Holders/occupiers and within the prescribed limitations of the law in its widest sense i.e. The Sectional Titles Act No 95 of 1986 (As amended)

(b) The Body Corporate shall not be responsible for the supply of or payment of electric current supplied to any flat.

(c) The Body Corporate/Managing Agent shall not be responsible for any interruption in the electric supply, nor for any loss or inconvenience any person may suffer in consequence thereof.

(d) No outside radio or television aerials and air conditioning units shall be permitted in or about the building without the prior written consent of the Trustees.

(e) The Holder or his agent shall inform every tenant or other occupant of the flat, the contents of these Conduct Rules which must form part of any lease agreement and be signed by any tenant.

An Holder shall be personally responsible for any breach of the rules by any such tenant or occupant.

(f) Visits by hawkers, canvassers and travelling sales people should at all times be discouraged.

(g) All Holders/occupiers shall comply with all additional rules which may be formulated from time to time and shall further adhere to all the reasonable requests of the Body Corporate .

(h) All Holders will contribute to levies imposed by the Trustees and approved at each Annual General Meeting of the Body Corporate. Levies are required to finance the running of the Body Corporate which includes primarily expenses in respect of:

- Administration and Audit fees.
- Insurance of all Villas, the storage hut, pool and garden equipment, as well as general liability. Geysers are covered on an All Risks basis...
- Maintenance of buildings, the pool, and general equipment. This includes the periodic re-painting of all Villas.
- Upkeep of the gardens, street cleaning, the pool and collection of refuse bags.
- Sundries – electricity and water, bank charges, telephones, travelling and meeting costs.

(i) Special levies may arise in the future. In the event of any major expenditure which is not budgeted but is necessary.

19 FINES FOR NON-COMPLIANCE OF RULES (DRAFT)

(a) Holders will always remain responsible for the actions of their tenants, whether they are living permanently or staying a short while whilst on holiday, and for visitors to their unit.

(b) Holders will always be responsible for the actions of their contractors who abuse the rules of the complex or are responsible for damage to the common property. Contractors who continually abuse the rules and regulations will be prohibited from re-entering the Estate.

(c) Where there has been an infringement to the Management or Conduct Rules, at least a verbal warning will first be given to the owner. This warning will be given by the Managing Agent and if the Holder is not resident the managing agent will phone them so that the Holder becomes aware of the offence

- (d) Should the infringement be repeated The Managing Agent will notify the Holder concerned in writing of the repeated infringement and the fine that will be debited to the Holder's levy account.
- (e) A Holder, who has received notification from the Managing Agent that a penalty fine is being imposed, may appeal the fine by making representation in person or in writing to the Managing agent within 7 days of the date of the written advice of the fine. The appeal will be considered by the trustees whose decision will be advised within 7 days after receipt thereof. A decision made by the Trustees shall be final and binding on all parties
- (f) The scale of fines/penalties to be imposed on owners for infringements arising from their actions or the actions of their tenants or contractors are:

Infringement/ Offence	Fine
Damage to common property (in addition to costs for repairing such damage)	R1000.00
Destroying or damaging trees and flora (in addition to costs for replacing damaged trees and flora)	R1000.00
Building alterations without the required approval	R2500.00
Contractors' failure to comply with rules, regulations and policies whilst undertaking their work	R2500.00
Reckless driving of any motorized vehicle	R500.00
Use of fire hoses other than for fighting fires	R300.00
Drunk and disorderly conduct outside own property and within common areas	R250.00
Unacceptable behaviour or causing a disturbance of the peace	R250.00 per disturbance
Having an unauthorized pet	R250.00 per day
Non-compliance with the rules for vehicles, in particular the parking of vehicles in an unauthorized area (including regular or excessive use of delegated Visitors Parking areas)	R250.00
Excessive use of common water (e.g. when cleaning cars)	R250.00
Hanging linen, clothing or rugs from balconies or outside a unit where they are in full view, except in the drying area set aside expressly for this purpose.	R150.00
Leaving rubbish bags on verges and unauthorized areas	R150.00
Verbal and physical abuse of staff and security guards	R2500.00

- (g) No penalty shall be applied until at least a verbal warning has been delivered to the owner concerned **except** in the case of behaviour which is considered to be abusive, dangerous, rowdy, vandalism or to involve an element of criminality when no prior warning of the imposition of the fine will be required. No notice is required in the case of a second or subsequent offence within a particular calendar year and the fine for a second offence of the same nature will be increased at the discretion of the trustees
- (h) The Managing Agent and the Trustees shall keep a record of all complaints and the fine imposed. This record will be available for inspection by owners.

- (i) A fine imposed in terms of this rule shall be due and payable when it is raised on the levy statement and shall attract interest and be subject to the same arrear collection as per the procedure approved by the trustees for any amount due and payable and raised on the levy account.

20 LATE PAYMENT OF LEVIES

Levies are due and payable annually in advance however, the trustees have resolved that the levy may be paid in 12 equal installments on condition that the monthly payment is paid on or before the 7th of each and every month in advance. Should the levy, or any other amount legally raised and included on the levy statement, not be paid in full by the 7th of each month in advance, compound interest will be raised at 2% per month.

In the event of levies being 60 days in arrears they will be handed over for legal collection. In such an instance the full levy for the remainder of the year will be handed over for such collection.

Happy and satisfying community living is achieved when residents use and enjoy their sections and the common property in such a manner that they show respect for the rights of other persons lawfully on the property. Compliance with these conduct rules and general consideration by residents for each other will greatly assist in achieving a happy community