

SEAPARK BODY CORPORATE

253 Bartle Road
Umbilo
Durban
4001
P.O. Box 59150
Umbilo
4075

Tel: (031) 205 4516

Fax: (031) 205 4533

e-mail: christine@triprop.co.za

NOTICE TO ALL OWNERS

Dear Sir/Madam,

Re: **REGISTERED CONDUCT RULES**

The Board of Trustees refer to the recently amended Conduct Rules, and wish to advise that same has now officially been registered in the Deeds Office and is now enforced.

Attached is a copy of the Registered Conduct Rules for your perusal and records.

BY ORDER OF THE BOARD

SEAPARK BODY CORPORATE

Date of Notice: 25th October 2013



rural development
& land reform

Department:
Rural Development & Land Reform
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE REGISTRAR OF DEEDS
Private Bag X9028, Pietermaritzburg, 3200; Tel: 033 355 6800; Fax: 033 345 5101

BROWNE, BRODIE & FOURIE

BY HAND

Dear Sir / Madam

**NOTIFICATION IN TERMS OF SECTION 35(5) AND REGULATION 30(3) AND (4)
AND REG 30(7) OF THE SECTIONAL TITLES ACT 1986**

Your letter **08/10/2013** dated refers.

Receipt is acknowledged of your abovementioned letter, the contents thereof have been noted in the relevant file of the Scheme known as **SEAPARK** of Sectional Plan Number **SS149/1985**

Yours faithfully

REGISTRAR OF DEEDS: PIETERMARITZBURG

Date: 2013/10/15

Enquiries: Miss M.C. PHUNGULA
Telephone: 033 355 6954
Our Ref: AE6/6/1 (S352)
Your Ref:

**SEAPARK BODY CORPORATE
149/1985**

Proposed new Conduct Rules

Incorporating Schedule 2 Rules as registered in the Deeds Office on 10th August 1987.

Incorporating the Conduct Rules in terms of Section 35(2) (b) of the Sectional Titles Act of 1986.

PRELIMINARY

1. The Rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.

INTERPRETATION

2. In the interpretation of these rules, unless the context otherwise indicates:
 - (a) "Act" means the Sectional Titles Act, 1971, (Act No.66 of 1971) as amended from time to time and any regulations made and in force there under.
 - (b) The words used shall bear the meanings assigned to them in the Act.
 - (c) Words Importing:
 - (i) The singular number only shall include the plural, and the converse shall also apply;
 - (ii) The masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
 - (d) "Trustee" includes an alternate Trustee.
 - (e) "The Building" shall mean the building to which these rules apply.
 - (f) The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

USAGE

3. (a) When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- (b) All Owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining Owners and occupants of the Building and in accordance with the rules and any house rules made in terms of these rules, and provisions of the Act.

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- (c) The Owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other Owner or occupant of the Building or member of the Body Corporate.
- (d) An Owner shall not keep or do anything on the common property after notice in writing in that behalf from the Trustees.
- (e) An Owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees first having been obtained.
- (f) The amount of people authorized to occupy a unit is limited as follows:
- | | | |
|-----------------------------|-------------------|------------------|
| * Bachelor Units | 42 m ² | two (2) people |
| * Bachelor Units | 48 m ² | two (2) people |
| * One (1) Bedroom | 55 m ² | three (3) people |
| * One (1) Bedroom + Balcony | 58 m ² | four (4) people |
| * One (1) Bedroom + Balcony | 59 m ² | four (4) people |
| * Two (2) Bedroom | 71 m ² | five (5) people |
| * Two (2) Bedroom + Balcony | 75 m ² | six (6) people |

OCCUPANCY

4. (a) Prior to taking occupation of any unit, all persons intending to occupy a unit whether they are the Owner or tenant must attend an interview with a representative of the Body Corporate to be familiarized with the Conduct Rules of the complex and registered as official occupants.
- (b) Should there be any change in occupancy the new occupants must be interviewed before taking occupancy.
- (c) Preference is given to family units and not individuals sharing.
- (d) Owners may under no circumstances let their unit as a holiday flat.
- (e) Under no circumstances may any tenant or Owner sublet a unit.

LETTING

5. An Owner may with the prior consent of the Trustees (which consent shall not be unreasonably withheld) let or part with occupation of his unit provided:
- (a) That no such letting and/or parting with occupation shall in any way release the Owner from any of his obligations to the Body Corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act.

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- (b) That as a condition precedent to any such letting and/or parting with occupation, the Owner shall secure from the lessee or the person to whom occupation is given as the case may be, an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit.
- (c) That should any tenant not comply with any of the rules made hereunder or the terms of any house rules or of the Act, then the Trustees shall be entitled, for and on behalf of the Owner, to give the tenant written notice to comply with such rules within twenty-four (24) hours. Should the tenant not comply with such notice within the period, then the Trustees shall be entitled on behalf of the Owner to give the tenant notice to vacate the unit immediately and the Owner shall have no claim for damages against the Trustees for any damages he may incur as a result thereof.
- (d) That the Owner shall be responsible to the Trustees for any damages which may be incurred by the tenant to the property or employees of the Body Corporate.

ANIMALS

6. No animals or pets (other than a bird in a cage but excluding birds which by their very nature are inherently noisy or tend to be noisy or fish in a fish tank but no reptiles what so ever) shall be kept or harbored in or at any time brought into the Building without the prior consent of the Trustees.

In addition to any other right they may have in law, the Trustees shall have the right to require any animal found in the Building to be removed from the Building where this rule is not observed.

AIRCONDITIONING UNITS AND TV AERIALS

7. No Owner shall place or allow to be placed in a section or any part thereof any air-conditioning equipment, or television aerial which requires attachment to the structure of a section, except with prior written consent to the Trustees, who in giving such consent may impose such conditions as to type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.

ALTERATIONS

8. (a) The Owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, electric conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose. An Owner may place in the section at his own expense any improvements, additions or fixtures such as mantles, lighting fixtures, refrigerators, cooking ranges, woodwork, paneling, ceiling's, doors or decorations which will not cause damage to the Building, subject always to the conditions that the Owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring of the Building and shall at no stage do anything which is likely to endanger or jeopardize the safety of the Building.

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- (b) (i) No balconies shall be enclosed or exterior blinds, awnings or other fittings installed save with the prior written approval of the Trustees. Blinds, awnings and other fittings which are visible to the public view shall at all times be maintained in a state of good repair and clean condition failing which the Trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the Owner. Colours of any blinds and awnings or of exterior paintwork on doors, windows, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the Trustees.
- (ii) No Owner shall place or allow to be placed any signs, writing or notices in or upon any section of the common property except with the prior written consent of the Trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- (c) No alterations and or additions may be carried out without a work authorization form being completed and signed by the Owner, tenant or the contractor.
- (d) Alterations or additions may only be carried out during the below mentioned times.
- | | |
|-----------------|------------------|
| Weekdays | : 07h00 to 17h00 |
| Saturdays | : 07h00 to 12h00 |
| Sundays | : None |
| Public holidays | : None |
- (e) Approval to work beyond these hours can only be obtained by written permission from a Trustee in emergencies only.
- (f) All plumbing and electrical work must be done by accredited tradesman.
- (g) All rubbish from work done in a unit must never be left on common property but must be removed by the person doing the work, or the occupant of the unit.
- (h) 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 the common property without first obtaining the written consent of the Trustees.
- (i) Notwithstanding sub-rule (i), an owner or person authorised by him may install –
- any locking device, safety gate, burglar bars or other safety device for the protection of his section, or;
 - any screen or other device to prevent the entry of animals or insects.

Provided that the Trustees have first approved in writing that nature and design of the device and manner of its installation.

SUBDIVISION

9. No Owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written consent of the Body Corporate, which in giving such approval may attach such conditions thereto as they in their absolute discretion shall deem fit.

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INSURANCE

10. (a) The Body Corporate shall have no responsibility whatsoever for insuring the contents of any particular section. Such insurance shall at all times be the sole responsibility of the Owner in question.
- (b) An Owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to vitiate any such insurance policy.

CLEANERS

11. The Trustees of the Body Corporate are specially authorized to employ cleaners to keep all portions of the common property other than any portions reserved for the exclusive use of any Owner or occupier of any section in a proper state of cleanliness and the costs of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate, provided however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees or the Body Corporate to maintain the interior of any Section in a proper state of cleanliness, such maintenance of the interior of the section and relevant portions of the common property being the sole responsibility of each individual section Owner, or occupant who undertakes to keep the interior of his section and any portion of the common property reserved for his exclusive use in such proper state of cleanliness and in a hygienic condition.

The Trustees are however authorized in addition to the foregoing and should they in their discretion elect to do so pursuant to such authority, to employ any staff or servants to assist with the cleaning and/or servicing of sections within the Building, then such staff shall be controlled by the Trustees who shall have an absolute discretion as to the extent or the amount of service or services to be rendered and the time and allocation thereof. No Owner or occupier may in any circumstances interfere with the schedule of services and the times therefore in respect of individual sections within the Building as may be laid down by the Trustees from time to time. Notwithstanding the foregoing neither the Trustees nor the Body Corporate shall have any liability or responsibility for any act or omissions from whatever cause arising on the part of any member of the cleaning staff which may be employed or utilized by the Trustees from time to time pursuant to the foregoing provisions.

LAUNDRY

12. (a) The Owner shall not allow any of his or her linen or clothing to be hung on the outside of any section except in the places specially designated therefore. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows.
- (b) No Laundry may be visible from the outside of the building.

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COSTS

13. In the event that it becomes necessary or advisable for the Trustees to take any steps or action against any Owner as a result of any breach of any such Owner or the occupant of such Owner's section or any part thereof, of any of these rules or any of the rules adopted in substitution for the rules contained in Schedule 1 of the Act, and which necessitates or requires the Trustees employing the services of an Attorney or any other legal advice, all costs of whatever nature incurred by such Trustees in and about such action or steps shall be refunded to the Body Corporate by the Owner upon demand being made therefore.

DISCLAIMER AND RESPONSIBILITY

14. (a) The Body Corporate shall not be liable for any damage to any property to whomsoever it may belong which is in any section or any part thereof or in any portion of the Building reserved for the exclusive use of any Owner or in the Building itself, regardless of the manner in which such damage occurs nor shall the Body Corporate be responsible for any such property that may be stolen or removed without the consent of the Owner or occupant of such section or part thereof.
- (b) The Body Corporate and/or its agents shall not be liable to any Owner or occupant or to any of the Owner's or occupants' employees or servants, invitees or any member of the public dealing with the Owner or occupant for any injury or loss or damage of any description which such person may suffer or sustain directly or indirectly in or about the Building.

SECURITY

15. (a) Entry and exits of all occupants and/or Owners is via the Fingerprint Access System.
- (b) In the event of fingerprinting reading difficulties a pin code can be registered, if persons other than the registered occupant use the pin code it will be deactivated.
- (c) Fingerprints and pin codes are registered on the system at a cost of R100.00 per person, payable by each person registering their fingerprints.
- (d) Visitors, extended family members and non-occupants will not be registered thereon.

VEHICLES

16. (a) Vehicle entry and exit to the complex is controlled via security.
- (b) No parking is allowed in a reserved parking bay.
- (c) The Trustees may cause to be removed or towed, 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.
- (d) No Owner or occupier shall park or stand any vehicle upon common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.

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- (e) 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 the common property.
- (f) No Owner or occupier 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.

VISITORS

- 17. (a) All visitors to the building must sign the entry register and may only be allowed access after the security guard has obtained the permission via the intercom of the flat occupant they are visiting.
- (b) The guard will not buzz any intercom after 22h00 at night until 06h00 the next morning.
- (c) Visitors can still be allowed if they are accompanied by occupants or if the occupant of a flat comes downstairs to approve their entry.
- (d) Keypad access codes for the street door and/or vehicle gates must never be given to non-residents or visitors to use.
- (e) Visitors brought into the complex in a car must be signed in and out at the vehicle entrance.

OVERNIGHT VISITORS

- 18. (a) The name and length of stay of any overnight visitors must be entered in the overnight register at the security counter, after hours the register is held by the security guard on duty.
- (b) Excessive overnight visits will not be allowed.
- (c) Overnight visits may not be booked for over five (5) days unless a letter of explanation is given i.e. relatives on school holidays etc.
- (d) Extended visits for friends who are 'looking for accommodation' will not be allowed.
- (e) In terms of rule no. 3 above, overnight visitors to fully occupied flats will only be allowed over weekends.

LIFTS

- 19. (a) The passenger lifts are for passengers with small articles of shopping only.
- (b) Children under twelve years of age are not permitted to operate the lifts.
- (c) No furniture, multiple boxes and big supermarket trolleys are allowed in the passenger lifts. The Service lift is for that purpose.

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- (d) Persons moving into and out of the complex are charged a fee per flat for the use of the service of the lift. Whilst residing in the complex, no charge is made for the use of the service lift for deliveries or new purchases of furniture etc., but if a single individual moves into or out of an occupied flat, this fee is also payable by the individual concerned.
- (e) The service lift fee structure is:
 * R100.00 for Bachelor units
 * R130.00 for one (1) Bedroom units
 * R150.00 for two (2) Bedroom units
- (f) The service lift and service entrance is only available during office hours i.e:
 * Weekdays 07h00 to 17h00
 * Saturdays 07h00 to 12h00
 * Sundays & Public holidays: **EMERGENCIES ONLY** i.e. Ambulance Services
- (g) This facility must be arranged with the staff in the office.

COMMON PROPERTY

20. (a) This is all property beyond the walls of the units and is at all times for through fare only.
- (b) Nobody may gather in such areas for any reason.
- (c) Children may not play in such areas **UNDER ANY CIRCUMSTANCES WHATSOEVER.**
- (d) No open fire/braais may be lit on Common Property in a unit or on a balcony.

LITTERING

21. (a) **UNDER NO CIRCUMSTANCES** may anything be thrown from the windows of units and/or passages.
- (b) The feeding of pigeons, birds or stray cats or dogs is perceived as littering and is not allowed.
- (c) An owner or occupier of a section shall not deposit, throw, or permit to allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

ALCOHOL

22. (a) Alcohol may **ONLY** be consumed within a unit and never on any common property.
- (b) Open beer bottles or glasses may **NOT** be carried on any area of the common property.

NOISE

23. (a) Be aware that there are people living around you and take them into consideration.

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- (b) Under no circumstances may the sound of your television set and/or radio and/or musical instrument and/or the general noise of living be heard beyond the four (4) walls of the unit.
- (c) Take notes of the hours during which alterations, maintenance repairs and additions may be done and adhere strictly to that.
- (d) If the floors of the unit you occupy have been tiled, be aware that high heels and the moving of furniture can be heard by the people living below you. Please take them into consideration and try not to cause them disturbance.
- (e) No fireworks or loud horns are allowed.

BUSINESS

24. The Body Corporate holds no business rights; therefore no occupant may operate any business of any kind from a unit

KEYS

25. (a) A copy of keys allowing entrance to a unit must be held by the Supervisor of the building. This is compulsory in terms of the buildings insurance.
- (b) Should an occupant require use of these keys after hours, a cost of R20.00 will be charged.
- (c) Should we not have your key and we need to get into your flat for any legitimate reason, entry will be forced and any damage will be for your account.

REFUSE REMOVAL

26. (a) Occupants are responsible for the removal of the refuse from the unit.
- (b) Refuse must not be placed anywhere except inside the designated refuse bins on each floor.
- (c) Refuse must be placed outside your front door from 06h00 am to 08h00, Monday to Friday (Not on public holidays), at all other times occupants must take their refuse down to the bins located behind the parking area themselves.
- (d) Please ensure that all refuse is sealed in a plastic bag e.g. Ok. Checkers, Spar or Black bag.
- (e) No loose refuse of any kind is permitted in the refuse bins.
- (g) It is the responsibility of all tenants to dispose of furniture, wrappings, old tiles, crates and cardboard boxes; they must not be stored or dumped in the parking area or the fire escape stairs.

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OUTWARD APPEARANCE

27. (a) Ensure that at all times the hangings (curtains and blinds) and burglar guards at the windows of a unit do not adversely affect the overall appearance of the building. The Board of Trustees holds the right to request for corrective action to be taken should it be necessary.
- (b) The colour paint of all open balconies must conform to that approved by the Board of Trustees; failure to adhere will result in the area being repainted by the Body Corporate at the owner's expense.
- (c) Residents are to be decently dressed in the public areas of the building i.e. no pajamas, night clothes or night gowns and shirts and shoes must be worn at all times.

DAMAGE

28. (a) Any damage caused by an occupant and/or visitor to a unit and/or any common property will be repaired at the cost of the respective Owner of the relevant unit involved.
- (b) Any damage within a unit that can cause any possible damage to the building and/or to any other units within the building will be repaired by the Body Corporate at the Owner's cost, without prior authorization from the Owner/occupant, if they are not available to attend to the matter in time.
- (c) Water damage to ceilings caused by the unit above must be repaired at the cost of the offending party.

SIGNS AND NOTICES

29. (a) No signs and/or notices may be affixed to the outside of doors and/or the common property prior to written approval from the board of Trustees, failure to obtain this consent will result in the removal of such signs and/or notices.
- (b) Any notices to be placed in the notice board must be neat and will cost R5.00, payable to the office and will remain no longer than three (3) months.
- (c) No distribution of advertising (junk mail) in the post boxes.

SMOKING

30. No smoking is allowed in any of the lifts or anywhere on the common property.

LEVIES

31. Payment of the monthly levy must be made before the seventh (7) day of every month for the month, failure to do so will result in a late payment fee of R150.00 being charged to the defaulters levy account.

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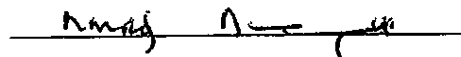
PARKING BAYS

- 32. (a) Vehicles may not under any circumstances be parked in a parking bay that is not legitimately rented or allocated to the unit where the Owner of the vehicle resides.
- (b) Vehicle's that are illegally parked will be wheel clamped and only released after a fee of R300.00 has been paid to the office.
- (c) It is the responsibility of the allocated bay Owner to ensure that the office is informed should they rent the parking bay to another occupant in the complex.
- (d) Parking bays are exclusive use areas and it is the responsibility of the Owner of the unit to which the parking bay is allocated to keep it clean and free of oil stains.
- (e) No oil, sawdust or sand may be left on the floor of any parking bay.
- (f) No repairs except in emergencies may be done in the parking bays.
- (g) Washing of vehicles may be done in the relevant parking bays but no trace of water must be left on the floor.
- (h) Under no circumstances may alcohol be consumed within a vehicle parked on the premises.
- (i) Under no circumstances may the music systems installed in vehicles be played whilst the vehicle is parked on the premises.

We hereby certify that these are the rules for substitution/addition in Schedule 2 (Section 27 (2)(a)(ii)) which were duly submitted to an extraordinary general meeting of the Body Corporate known as

SEAPARK

held on the **17TH** day of **JULY 2013**, and adopted by special resolution of the members thereof in substitution/addition for the rules contained in Schedule 2 as submitted to the Registrar of Deeds in terms of Section 5 (3)(f) of the Sectional Titles Act, No. 66 of 1971.



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