



SEASPRAY

lifestyle estate

Nature's Splendour, Your Home.



SEASPRAY LIFESTYLE ESTATE - GONUBIE, EASTERN CAPE

HOMEOWNERS' ASSOCIATION CODE OF CONDUCT RULES

UPDATED JANUARY 2024

1. INTRODUCTION

- 1.1. The purpose of these rules is the maintenance of common courtesy and regard for the rights of all Seaspray residents, the promotion of acceptable aesthetic criteria for the estate and the promotion and enforcement of standards for community living.
- 1.2. Living at Seaspray means being part of a community of people who share a common objective and lifestyle. These rules are intended to provide a means of protecting this estate lifestyle through an acceptable code of conduct by which members may live together, reasonably and harmoniously. It is however, only genuine respect and consideration on the part of all residents, for all fellow residents, that will ensure that all live contentedly and harmoniously.
- 1.3. For the purposes of these Rules – “Owner” may also refer to a resident, purchaser, member, co-owner, trustee, lessee, tenant, family member, employee, invitee or guest.
- 1.4. It must be each Owner's declared intent to live as harmoniously as possible with all other Seaspray residents and to respect each other's rights of privacy and lifestyle. Common courtesy and consideration for others must be the basis for all aspects of behaviour.
- 1.5. It is expected that parties in conflict will try to resolve matters amicably between themselves before involving the Homeowners Association (HOA) or the Managing Agent.
- 1.6. The HOA requests the full co-operation from all homeowners and tenants in abiding by these rules. The Directors of the HOA will assume that every Owner is fully familiar with the Code of Conduct. Ignorance of the estate rules is no defence.

- 1.7. It is the responsibility and duty of Owners to ensure that their tenants, visitors and employees are familiar with and abide by these rules.
- 1.8. All communication within reason regarding matters relating to Seaspray, is to be done through the Managing Agent.

2. INDEMNITY

- 2.1. The Owners of Seaspray homes, their family, employees, guests and service providers shall indemnify, defend and hold harmless the HOA, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the HOA, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties unless found to be grossly negligent or wilful default.

3. INSURANCE

- 3.1. Each Owner is fully responsible for insuring their homes at a market related value. Written confirmation of the cover is to be provided to the Managing Agent on an annual basis. This is to be submitted by 31 January of each year. Failure to do so will result in a fine.

4. OWNER RESPONSIBILITY

- 4.1. Owners shall be responsible for the conduct of all occupants of their homes, their family, employees, guests, tenants, and service providers etc.
- 4.2. Should the rules be transgressed; the HOA shall act against the Owner. The HOA shall have the right, in the event of a breach of a rule, to take action to remedy the breach by imposing a penalty / fine.
- 4.3. An Owner shall not use his residence in such a manner or for such purpose as shall be injurious to the reputation of the estate.

5. PRIVATE RESIDENCES – OCCUPANCY, BUILDING. MAINTENANCE AND BUILDING ALTERATIONS

- 5.1. **OCCUPANCY** – Each unit may only be occupied by one bona fide household, consisting of one family unit, and temporary bona fide social visitors from time to time. Occupancy is restricted to two persons per bedroom.
- 5.2. **NEW DWELLINGS** – Plans for new dwellings are to be submitted to the HOA for approval prior to any building operations commencing. New dwellings are to conform with the aesthetics' of current homes and are to be completed within a six-month period from when building operations commence. Standard building regulations are to be complied with, in accordance with the guidelines provided by the Master Builders Association.
 - 5.2.1. During building operations, the area is to be screened off and bibs, or overalls, are to be always worn by the construction workers identifying the construction company

concerned.

5.2.2. Ablution facilities for the construction and other workers are to be provided within the screened off area.

5.2.3. The building must be fully completed prior to occupation.

2.1.1. No property may be occupied without the HOA confirming the building(s) has (have) been constructed in accordance with approved plans.

5.3. EXISTING DWELLINGS – No Owner shall do anything to his residence that is likely to prejudice the harmonious appearance of the estate or cause aesthetically displeasing or undesirable sights.

5.3.1. Owners are responsible for the upkeep, painting, maintenance, and repairs to both the interior and exterior of their homes, including gates, fences of any description, garage doors and roofs.

5.3.2. The Owner of any unit that needs painting, upkeep, obvious repairs or is generally untidy, will be notified in writing by the Managing Agent of any issue in this regard. There will be a mutually agreed time for the maintenance/repairs to be undertaken which will not exceed four months. Owners are however encouraged to paint, upkeep, and see to their homes and gardens to ensure that notification of this by the HOA is not necessary.

5.3.3. Should the owner fail to undertake any such external maintenance /repairs/painting, within the stipulated period, the HOA reserves the right to employ the services of a building contractor to undertake the necessary maintenance /repairs/painting with the cost thereof charged to the levy account of the owner. Non-compliance will incur a penalty/fine.

5.3.4. Exterior of dwellings, including roofs, and garage doors must be painted in conformance with established Colour codes as specified by the HOA. Copies of the colour codes are available from the Managing Agent.

5.3.5. Application for extensions, alterations, or improvements to exteriors of units/garages must (a) be discussed, considered reasonable and agreed to in writing by an Owner's immediate neighbours and any homeowners whose views (or other issues) may be affected, (b) be supported by plans approved by the Municipality and (c) submitted to the HOA for its approval and countersignature (per Articles of Association). The neighbours agreed written consent must be furnished to the HOA. A neighbour (s) may not unreasonably withhold their approval or consent.

5.3.6. Owners may make alterations (or undertake maintenance) to the interior of their homes provided the alterations do not impair the stability of adjacent dwellings and are in conformance with Municipal safety regulations. The HOA and neighbours are to be informed prior to the commencement of any projects. Noise levels are to be kept to

a minimum.

- 5.3.7. If workmen doing alterations on homes require toilet facilities, the contractor must supply a portable toilet. For short term minor maintenance (one to two days), workman may use the toilet situated between the clubhouse and bowling green. The key for the toilet may be obtained from the garden supervisor.
- 5.3.8. Building or maintenance may only take place during weekdays from 08h00 until 17h00. Work may not take place on a public or religious holiday should such a day fall on a weekday.
- 5.3.9. All refuse, rubble, debris etc. that results from any extensions, alterations or improvements shall be removed by the Owner concerned (or his contractor) expediently and within a reasonable period (no longer than three days). During this time rubble must be neatly stored in a skip provided by the Owner and be protected from the wind. The skip is to be housed in the driveway of the unit in question or on any other suitable surface, not on the common property.
- 5.3.10. Prior to any contractors commencing major work on any unit at Seaspray, the Owner shall provide the HOA via the Managing Agent of the name, contact number and email address of the contractor(s), to enable the contractor(s) to be registered with the HOA. No contractor(s) shall commence work until registration with the HOA has taken place.
- 5.3.11. The Owner is responsible for any damage caused to the common property during building or maintenance projects and is required to fix such damage. Failure to do so will result in a fine and the cost of the repairs added to the Owner's levy account.
- 5.3.12. No air-conditioning unit or other type of extractor or installation, including overflow pipes, if approved, may be visible from the front elevation of the building. An Owner shall be required to keep his air-conditioning unit or extractor in a state of good repair to the satisfaction of the HOA. Should the HOA not be satisfied with the working order or noise levels of a particular air-conditioning unit or extractor, the owner of such an air- conditioner or extractor shall have it repaired and/or replaced to the satisfaction of the HOA at the Owner's expense who shall have no claim for compensation thereof whatsoever.
- 5.3.13. No business, trade, bed and breakfast, short term rentals (shorter than 6 months), vocation or profession may be practiced on or in any part of the property or private residences.

6. TENANTS AND VISITORS

- 6.1. The Owner of any unit who lets his unit/units, shall advise the HOA of such via the Managing Agent prior to renting out the said unit (s). No rentals of shorter than 6 months are permitted.

- 6.2. The letting agent is to provide the Managing Agent with a copy of the lease agreement, prior to signing, together with details of the prospective tenant's employment should this be applicable. A certified copy of the tenant's identification document or card or passport is required to be furnished, together with their contact details and vehicle (s) registration (s).
- 6.3. The HOA shall ensure that no tenants are allowed occupancy unless such tenants have been approved by themselves.
- 6.4. On approval of the said tenant, a gate access detail form should be completed and submitted to the Managing Agent. This form can be obtained from the Managing Agent. Should the tenants leave, these access tags must be returned to the Owner.
- 6.5. The Owner undertakes to attach a copy of the latest Code of Conduct Rules to the lease document. Confirmation of this must be submitted to the HOA via the Managing Agent. The tenant is required to sign as confirmation that they have both read and understood the Conduct Rules, and that they agree to abide by them.
- 6.6. Owners are responsible for the conduct of their tenants, children, and invitees, including their guests, their children's guests, their employees, their employees' children, and their employees' guests.
- 6.7. Tenants are not permitted to keep pets.

7. LEVY PAYMENTS

- 7.1. Levy payments are payable by Owners, monthly in advance and should be paid by EFT or Bank Debit Order into the bank account of the Managing Agents.
- 7.2. A penalty of R250.00 will be charged on any accounts outstanding after the 7th of the month.

8. NOISE

- 8.1. No Owner, including their children, visitors or employees shall act in a manner that creates an unreasonable amount of noise. Excessive noise, which is not abated upon request from fellow residents or from a Director will be dealt with appropriately.
- 8.2. Alterations and noisy work to homes will only be permitted during the hours of 08h00 and 17h00 on weekdays.
- 8.3. Owners shall always control their pets, but particularly at night, to prevent noise from barking dogs.
- 8.4. Owners are to inform neighbours prior to holding any party or event / get together. Any noise must cease after 22h00 on weekdays and 23h00 over weekends. Should the party or gathering noise persist, following a request by a neighbor for it to cease, a fine may be levied to the Owner.

- 8.5. Any installation of generators requires approval from the HOA. The noise factor will be a consideration for approval.
- 8.6. Fireworks anywhere on the estate are strictly prohibited. Failure to comply to this restriction will result in the maximum fine.
- 8.7. Complaints regarding noise should first be addressed in an amicable manner with the offender by the complainant and only if no cooperation is obtained should the matter be escalated to the Managing Agent for further action.

9. COMMON PROPERTY

- 9.1. No part of the common property shall be used in a manner that shall be injurious to the reputation of the estate or other residents.
- 9.2. No auctions, jumble sales or garage sales may be held in the estate or private residences.
- 9.3. No door-to-door canvassing or selling is permitted within the estate.
- 9.4. Consumption of alcohol is not permitted on the common property.
- 9.5. Drunken or disorderly behavior on common property which causes a disturbance to residents will result in the calling of the authorities and the offender will be removed off the Seaspray premises. Additionally, the maximum fine will be imposed.
- 9.6. Should any damages of whatsoever nature be caused to common property by a resident, his/her family, guests or visitors, the Owner shall be liable to reimburse the HOA for the cost of repairing such damage. This cost will be added to the Owner's levy account.
- 9.7. Unauthorized structures of any type or form, including fences, may not be erected on the common property.
- 9.8. An access gate has been established in the garden area (cul du sac) between # 32 Shearwater Avenue and # 8 Pelican Terrace to allow for the ride-on mower to gain access to the gate 5 area. This will also provide fire engines access to the fire hydrant in the cul du sac between Pelican Terrace and Shearwater Avenue, in the event of a fire in the Gate 5 area. In exceptional cases only, such as when Gate 5 is not operational and cannot be opened on the manual system, the access gate may be utilized by Gate 5 resident's vehicles exercising extreme caution, and only on the authorization of the Chairperson of the HOA.
- 9.9. Events such as the Surfer's Marathon may result in the temporary closure of the road past the Gonubie Hotel. Normally residents in Witthaus, Arthur and Pelican Roads would be allowed access to their homes on proof of residence. In the unlikely event of access being denied, it would then be permitted for residents at Gate 5 to utilise the Shearwater Ave /Pelican Drive Access exercising extreme caution.

10. SECURITY

- 10.1. The CCTV Perimeter Security (monitored 24/7) and access controls serve as deterrent and detection factors, with an armed response provided between the hours of 20h00 and 06h00.
- 10.2. Notwithstanding the above, it is important that Owners acknowledge that they are ultimately responsible for their personal and home security. Installed security in and around homes is encouraged.
- 10.3. Residents are asked to report any suspicious behaviour observed to a Director as soon as possible.
- 10.4. The access gates can be opened using a tag, car strip, phone or app from 05h00 to midnight. For security purposes outside of these hours i.e. from midnight to 05h00 the gate can only be opened using a tag. Residents entering and exiting the estate inside of these times are to ensure that they have a tag in their possession. It is to be noted that entering and exiting of the gates is recorded by the various cameras at the various gates. For security purposes a log will be kept of vehicles and pedestrians entering between midnight and 05h00. Any suspicious behaviour will result in the armed response being called.
- 10.5. On entering and exiting through any of the five gates, drivers of vehicles are to ensure that the gate closes behind them prior to driving away.
- 10.6. Tailgating is strictly prohibited. The camera at the various gates will monitor tailgating and repeat offenders, at the discretion of the HOA, will be fined.

11. GARDENS / COMMON PROPERTY

- 11.1. Seaspray gardeners take care of all the mowing and edge trimming on the common property and in the courtyards of homes with small lawns.
- 11.2. Estate gardeners can be identified by the blue overalls they wear with the word Seaspray on the back thereof.
- 11.3. No domestic refuse of any description may be discarded in the garden refuse areas. Failure to adhere to this, will result in the maximum fine being implemented.
- 11.4. No private work may be undertaken by the gardening staff during their normal working hours. If assistance is required from the estate's gardeners, kindly contact the person who oversees the staff for permission. This private work must only be done in the gardener's lunch break or after 16h00. The Owner is required to pay the gardener directly unless an alternative arrangement has been made with the person who oversees the gardening staff or with the Managing Agent.
- 11.5. No removing of plants or picking of flowers in the common areas is permitted, without permission from the Director responsible for the gardens.

11.6. Homeowners wishing to place pots, etc., on the common property, adjoining their boundary wall, may do so after obtaining permission in writing from the HOA. Application for permission is to be done through the Managing Agent. These items may not be placed further than 1.5m's from their boundary wall and should be in keeping with the general aesthetics of Seaspray.

11.7. Homeowners are responsible for the upkeep and the aesthetics of their private gardens. Care must be taken to ensure that these gardens are neat and tidy. Failure to do so following such a request to the Owner will result in the HOA instructing the gardeners to weed and tidy these gardens and the cost thereof will be added to the Owner's levy account at the going rate.

11.8. The paving outside of common areas is to be kept weed and moss free. Failure to do so following such a request to the Owner will result in the HOA instructing the gardeners to rid these areas of weeds and moss and the cost thereof will be added to the Owner's levy account at the going rate.

11.9. Homeowners who do not reside at Seaspray on a permanent basis and do not rent out their home must make arrangements with the Managing Agent for the gardeners to weed and maintain the area on at least a monthly basis. This cost can be added to the homeowner's levy account at an hourly rate agreed to with the HOA.

11.10. Those who do rent out their homes at Seaspray are to ensure that the tenants keep their gardens and paving neat and tidy.

11.11. Parents are responsible for the safety of their children on the common property. For their own safety, children should not play on the driveways or internal roads. The HOA accepts no responsibility or liability in respect of injuries to children playing in these or other communal areas.

11.12. No Owner shall erect any temporary structure of whatsoever nature, including but not limited to, gazebos, tents, gardens sheds, Wendy houses, zozo huts, play equipment, dolls houses.

11.13. No hobbies or other activities may be conducted on the common property if it would as deemed by a reasonable person cause a nuisance to residents of Seaspray.

12. MOTOR VEHICLES AND MOTORBIKES

12.1. Motor vehicles or motor bikes of guests must be parked in such areas as are specifically provided for on the common property. The HOA may cause to be removed or towed away, at the risk of the owner of the vehicle, any vehicle or motor bike parked on the common property in areas not specifically designated for the parking of vehicles.

12.2. Owners are to ensure that their vehicles or motor bikes do not drop oil or other matter on the common property or in any way deface the common property. Cost of removing oil stains, repairing damage, etc., will be for the account of the Owner.

- 12.3. No excessive revving of vehicle's engine or spinning of tyres is allowed.
- 12.4. Residents shall be required to maintain their vehicles sound system at reduced volume while driving through the estate.
- 12.5. Shearwater Avenue (from #1 to #20) has limited parking available for guests in front of the relative Owner's garage. Consideration of their neighbours is requested from those concerned (homeowners in Shearwater Ave from #1 to #20) to avoid having vehicles obstructing access in any way. Designated parking for guests (approximately 25 bays) is available in Shearwater Avenue beyond #17.
- 12.6. Gate 1 has high traffic volumes. Residents, including visitors, should be considerate to Owners near this gate and exit without delay after tagging to limit noise disturbance from idling vehicles. This is especially true of using the gate between the hours of midnight and 05h00 as opening the gate does cause a disturbance.
- 12.7. Vehicles or motor bikes may not be parked or stopped in such a way as to obstruct access to any structure or fire-fighting equipment, or in such a way that the flow of traffic and access to, and exit from, garages and parking bays is obstructed.
- 12.8. Vehicles or motor bikes may not travel more than 15 kilometers per hour on any portion of the common property or in the estate's roadways. Residents are fully responsible for communicating this to guests, contract workers, and to courier companies.
- 12.9. There shall be no driving or parking on the common property lawns, without the specific authority of the HOA.
- 12.10. Hooters shall not be sounded within the common property or during the approach to the entrance to the estate unless in the case of an emergency. Residents are to instruct their visitors accordingly.
- 12.11. Car alarms that are triggered must be attended to immediately.
- 12.12. No owner shall be permitted to drive a vehicle or motor bike on the common property without a valid driver's license.
- 12.13. Garage doors must be kept closed except when access to or egress from the garage is required, or when there is a justifiable reason for having it open. This is for both security and aesthetic reasons.
- 12.14. Parking by any parties making use of the club house facilities, whether residents or visitors, shall strictly only be in the designated parking areas in Shearwater Avenue.
- 12.15. No Owners shall be permitted to dismantle or effect repairs to any vehicle, motor bike, boat etc. on any portion of the common property.
- 12.16. Changing a tyre, car battery, replacing a windscreen and the installation of tracking

devices in vehicles is permitted.

12.17. No Owner shall permit a vehicle with a weight exceeding three tons to enter Seaspray property. Noncompliance will result in the Owner being liable for any damages incurred. Occupants shall inform their moving companies, tenants, and purchasers, when selling their units, of this rule.

12.18. No trailers, including boats on trailers, may be parked, or stored on the common property for periods more than 10 days.

13. REFUSE DISPOSAL

13.1. Each week, before 07h30, on the day that the Municipality collects refuse in Gonubie, Owners are requested to put their domestic refuse in sealed plastic bags outside their residences for collection by the estate's garden staff who will convey it to an area outside the estate for Municipal collection.

13.2. Reasonable amounts (no more than one bag) of garden refuse from private gardens may also be placed in refuse bags and stacked with the other domestic refuse for removal by Seaspray staff to be taken to the garden refuse area within the estate.

13.3. No domestic refuse of any description may be discarded in the garden refuse areas. Failure to adhere to this, will result in the maximum fine being implemented.

13.4. Excessive debris, rubble, garden cuttings, trees, shrubs etc. remain the responsibility of each owner to dispose of personally and timeously.

13.5. No Owner shall deposit, throw, or permit to be deposited or thrown on the common property any rubbish, including cigarette butts, food scraps or any other litter whatsoever. Residents who do come across rubbish or litter on any description on the common are asked to please pick this up and dispose of it or alert a gardener to do so.

13.6. Owners are solely responsible for collecting droppings left by their animals in front of their homes or on any common property, roads, etc. within the estate. Failure to do so will result in a fine.

14. LAUNDRY

14.1. Washing and other articles may not be hung out on the common property or on balconies, in open garages or in any position where it is visible from the common property.

15. INFRASTRUCTURE - ELECTRICAL SUPPLY AND PLUMBING AND BOREHOLE

15.1. Under no circumstances may Owner's tamper with or have work done to the infrastructure, electrical apparatus or plumbing which serves the common property. Any electrical or plumbing faults detected on the common property must be immediately reported to a HOA Director.

15.2. No Owner may tamper or work with or have work done on the borehole.

16. EXIT / ENTRY GATES

- 16.1. No Owner shall tamper with any part or motor mechanisms of entry gates, security cameras and electric fence/fittings. Tampering and malfunctions should immediately be reported to the Maintenance Supervisor or a HOA Director.
- 16.2. Gate tags are available for purchase from the HOA via the Managing Agent. The tags are programmed for use at the gates by the security contractor and recorded by the Seaspray HOA. Owners are responsible for tags given to lessees/staff/other parties and must report missing/lost tags to the Managing Agent.
- 16.3. A tag audit will be conducted from time to time and full cooperation from all Owners is requested.
- 16.4. For security purposes, all Owners and their guests are requested to wait until the entry gate they are using has closed behind them before proceeding away from the gate.
- 16.5. No hooting is permitted at the exit/entry gates.

17. PETS

- 17.1. No more than two pets per household are permitted for homeowners at Seaspray.
- 17.2. Pet owners are responsible for ensuring their pets are kept under control.
- 17.3. Dogs must always be on a leash when on the common property.
- 17.4. No pets are allowed to roam unattended in any part of the common property.
- 17.5. All cats currently in the estate may remain for the duration of their natural lives with the proviso that they will not be replaced. They must be neutered. No additional cats are allowed. This rule has been in place since 2015. Cats must be controlled and not permitted to roam unattended. If Owners are away for any length of time, animals may not be left unattended in homes. Stray cats on the estate are not to be fed.
- 17.6. There may be no breeding, whatsoever, of animals.
- 17.7. Pets must be fitted with ID tags with the relevant owner contact details on the tag. Cats permitted on the estate must have a bell affixed to their collars. Failure to do so will result in a fine.
- 17.8. Visitors may not bring pets onto the estate unless prior approval has been obtained from the HOA. This approval will be on a discretionary basis.
- 17.9. Pet owners must have their pets inoculated in accordance with local authority by-laws.
- 17.10. Tenants are not permitted to keep pets.

17.11. The removal of any droppings left by pets on any common property or private gardens shall be the sole responsibility of the Owner of the animal concerned.

17.12. If more than two complaints are received regarding an Owners' pets creating any manner of disturbance, or of a pet owner not removing pet's droppings, the Owner concerned will be subjected to a fine. The HOA reserves the right to contact the relevant Municipal authorities to deal with the problem and take any necessary action if the matter is not resolved in an amicable manner.

17.13. Residents may not under any circumstances keep or bring livestock, snakes, large birds, rodents or any form of exotic animal or reptile into the estate or keep such on their properties or onto the common property at any time.

18. SWIMMING POOL

18.1. The pool area is for the exclusive use of Owners and their guests.

18.2. The only entrance to the pool area is through the gate. Owners or guests using the pool must ensure that the gate is kept closed and always locked. When an Owner /guest leaves the pool enclosure and no one else is using the pool area, he/she shall ensure that the gate is properly closed and locked.

18.3. Children under the age of 15 years must be accompanied by an adult and always be supervised.

18.4. All persons using the pool do so at their own risk.

18.5. All persons using the pool area are to be attired in proper swimwear.

18.6. No nude swimming or nude sunbathing is permitted.

18.7. No braais, alcohol, and glass bottles are permitted in the pool area.

18.8. Private parties or functions may not be held in the pool area.

18.9. No objects other than normal pool play items are allowed in the pool area.

18.10. Behaviour detrimental to other bathers' enjoyment is not permitted.

18.11. The pool and surrounds are to be kept free from all litter and unsightly or dangerous swimming accessories.

18.12. No smoking or vaping is permitted in the pool area.

18.13. Excessive noise, rough or dangerous play, drunkenness, tampering with pool equipment is not permitted and will not be tolerated.

- 18.14. No playing of music is permissible in the pool area.
- 18.15. Discretion must be used by occupants regarding the number of guests to avoid monopolising the pool area.
- 18.16. Use of the pool is restricted to the hours of 06h00 to 21h00.
- 18.17. No pets are allowed in the pool area.

19. **TENNIS COURTS**

- 19.1. Only non-marking soled tennis shoes may be worn on the courts.
- 19.2. An adult must oversee children under 12 years of age playing tennis on the courts.
- 19.3. No other games, riding of bicycles, skateboards or roller blades are permitted on the tennis courts.
- 19.4. If the courts are used at night, a fee of R25.00 per half hour will be charged for use of the floodlights. Fees should be deposited into the honesty box provided for this purpose or paid to one of the Directors immediately before use of the courts at night. No play is permitted after 21h00.
- 19.5. Courts may be used for a maximum period of 1 ½ hours per group of players if other players are waiting to use the courts.
- 19.6. Only Owners and bona fide visitors of residents may make use of the courts.
- 19.7. Players are responsible for closing the access gate to the tennis court after playing.
- 19.8. Pets are not permitted on the tennis courts.
- 19.9. Noise levels are to be kept to a minimum so as not to cause a disturbance to residents close to the tennis courts.
- 19.10. No alcohol is permitted on the tennis courts.
- 19.11. No smoking or vaping is permitted on the tennis court.

20. **SQUASH COURTS**

- 20.1. Only non-marking tennis shoes may be worn on the squash courts.
- 20.2. An adult must oversee children under 12 years of age playing squash.
- 20.3. A fee of R15.00 per half hour will be charged for use of the lights. Fees should be deposited into the honesty box provided or paid to one of the Directors.
- 20.4. Only Owners and bona fide visitors of residents may make use of the courts.

- 20.5. Players are responsible for switching off lights and locking the door before leaving the squash court premises.
- 20.6. Pets are not allowed in the squash court premises.
- 20.7. The consumption of alcohol is strictly prohibited on the squash courts.
- 20.8. No smoking or vaping is permitted in the squash court premises.

21. CLUBHOUSE

- 21.1. Owners wishing to use the clubhouse for private functions are requested to book the facility prior to the occasion by making a request to the Director responsible for the club house via the Managing Agent. A fee of R500.00 will be levied for the use and for the cleaning of the facilities.
- 21.2. Any function should not continue after 22h00. As a courtesy to residents residing in proximity, any music, conversations, and noise is to be kept to an acceptable level.
- 21.3. Owners using the clubhouse may obtain the key from a Director prior to the function and must ensure that the key is returned timeously.
- 21.4. The clubhouse is alarmed. The alarm must be reactivated after any event. Owners using the clubhouse are to arrange with a Director to reset the alarm.
- 21.5. The number of guests attending any function may not exceed 50 people.
- 21.6. Owners using the clubhouse must ensure that the facility is left clean and orderly after use, and that tables and chairs are restored to their positions prior to the said function.
- 21.7. The Owner responsible for the booking of a function shall be liable for any damages incurred to the club house (or its contents) and the common property during the period of the function.
- 21.8. Use of the club house for private functions is restricted to Owners only and is not available to tenants for this purpose.
- 21.9. No vehicles may be parked at the club house other than specifically authorized for disabled (such as wheelchair bound) persons, for which prior permission has been obtained from a Director. Access to the clubhouse by vehicle is only permitted via Gate 3. Under no circumstances may the lawn opposite the swimming pool and adjacent to the tennis court be used to access the clubhouse.
- 21.10. Prior to anyone wanting to drive to the club house (for dropping off heavy or large items, etc.), permission is required to be obtained from a Director.

- 21.11. Monday, Thursday, and Saturday afternoons are reserved for the Seaspray Bowling Club.
- 21.12. The clubhouse is also used for various card playing activities e.g. bridge.
- 21.13. During the year end festive season (20 December to 3 January) the club house will not be available for any bookings.

22. BOWLING GREEN

- 22.1. Only bowls may be played on the green.
- 22.2. Only smooth-soled shoes (no heels) may be worn on the green. Bare feet are permitted.
- 22.3. The dress code is casual except on club days when the applicable bowling club shirt is to be worn.
- 22.4. Guest bowlers should familiarize themselves with specifics in this Code of Conduct which may be applicable to them.
- 22.5. Guest bowlers pay a fee (subs and tabs) and are members of Seaspray Bowling Club which establishes from time to time the fees payable.
- 22.6. Parking arrangements is restricted to the designated parking area in Shearwater Avenue and all members and visitors are to be advised accordingly.
- 22.7. Membership of Seaspray Bowls Club is restricted to a maximum of 70 members.
- 22.8. Playing members, on any one day, is restricted to 42 bowlers and seven rinks.
- 22.9. Pets are not allowed on the bowling green.
- 22.10. Consideration of residents must always be exercised in terms of noise levels.
- 22.11. The consumption of alcohol is not permitted on the bowling green.
- 22.12. No smoking or vaping is permitted on the bowling green or in the club house.

23. BOWLING CLUB BAR AND OTHER FACILITIES

- 23.1. Seaspray Bowling Club has a Liquor License.
- 23.2. In terms of this license, alcohol may be served to Owners, Bowling Club members and guests from 10h00 until 20h00, which times are stipulated by the Liquor Board
- 23.3. The Liquor License is specific to the Seaspray Bowling Club.
- 23.4. Only designated barmen, registered with the Liquor Board, may dispense liquor

from the bar.

- 23.5. Bar facilities may not be utilized for private functions, without the permission of the HOA.
- 23.6. Private non bowling related functions will normally be on a BYO (Bring your Own) basis in terms of alcohol unless otherwise agreed upon by the HOA.
- 23.7. The terms of the Liquor License the consumption of alcohol is restricted to the club house and the screened off patio adjoining the east side of the club house.
- 23.8. Alcohol may not be consumed on the front veranda of the club house or any area of the common property.
- 23.9. It has been agreed with the Seaspray Bowls Committee that all liquor deliveries will be carried from the Shearwater Avenue parking area to the club house. Only in exceptional instances will it be necessary for a vehicle to off-load liquor supplies at the club house. In this event prior notice will be provided to the HOA for a vehicle to drive across the common property lawns to the front of the club house via Gate 3.

24. DANGEROUS OR HAZARDOUS GOOD

- 24.1. No firearms, pellet guns "catties" or bows and arrows may be discharged on or over the common property.
- 24.2. Dangerous or hazardous goods, for example Chinese lanterns and fireworks are not permitted under any circumstance in residences or on the common property.

25. SALE AND LETTING OF PRIVATE RESIDENCES AND MOVING OF FURNITURE BOTH INTO AND OUT OF THE SEASPRAY ESTATE

- 25.1. Only one "For Sale" or "To Let" board is permitted per property. The Owner concerned is to inform the HOA of the name of the estate agent who will be displaying their board. The agent's board is to be removed after a period of three months if the property remains unsold. This also applies to properties to be let. "Sold" boards may only be placed for a period not exceeding two weeks. For Sale and Sold signs are only permitted to be placed outside Seaspray gates over weekends (from 15h00 on a Friday to 09h00 on a Monday is deemed acceptable). Failure to remove these boards on a Monday will result in the HOA having them removed.
- 25.2. "Show House" boards are permitted only during the day on which the house is on show. Prior arrangement must be made with the HOA regarding access to Seaspray on "Show Days". The security of all homeowners is paramount and may not be compromised in any manner.
- 25.3. Estate agents who are undertaking the letting of any residence must be provided with a copy of the Code of Conduct by the Owner concerned.

- 25.4. Furniture removal and delivery vehicles may not exceed three tons if entering the estate. Supervision by the Owner is required when furniture removal or delivery companies undertake the movement of furniture etc., both into and out of the estate. The Owner will be held accountable for any damages caused to Seaspray common property during removals or deliveries.

26. DOMESTIC EMPLOYEES

- 26.1. All domestic employees shall be subject to such access control as may be imposed by the HOA and are to strictly adhere to all security measures imposed by the HOA.

27. PENALTIES

- 27.1. A breach of any of the Conduct Rules by an Owner, tenant or visitor shall render the owner liable for a fine.
- 27.2. The Owner or tenant of the unit will be issued with a warning letter/ email/ WhatsApp or fine dependent on the severity of the infringement. The owner will have a 14-day period to remedy the breach. The fines will be imposed as follows:
- 27.2.1.1.1. A first offence – one month's levy.
 - 27.2.1.1.2. A second offence – two month's levies.
 - 27.2.1.1.3. A third offence – R10 000.
- 27.3. If the offence continues the HOA (Directors) will decide on what corrective measure to take.

28. OTHER

- 28.1. No signs advertising Owners' private businesses may be displayed anywhere on the estate.
- 28.2. Braaing on open balconies (unless on built in braai with the appropriate chimney) is not permitted where this disturbs neighbours in proximity.
- 28.3. Owners shall not permit unlawful or disorderly conduct of whatsoever nature in their residences, nor create unreasonable inconvenience or noise to other occupants.
- 28.4. Owners and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation directed at any other owner, resident, guest, or directed at the HOA or the estate's employees.

29. CONCLUSION

- 29.1. The provisions of this Code of Conduct document are for the control and management of the Seaspray estate and to promote harmonious living conditions amongst its residents. It shall be the responsibility of every Owner to ensure compliance with the rules by any lessee or occupant including domestic staff, guests, and any member of the family of any owner, lessee, or occupant.
- 29.2. The HOA reserves the right to take any necessary action deemed appropriate for

any continued contravention of any rule, after the expiry of a notice to remedy such breach, which action may include the imposition of a penalty.

29.3. In terms of Clause 6 of the Articles of Association, the Seaspray HOA has the power to make, add to or amend or repeal these rules. These rules will be updated and amended as and when necessary and will include any changes or amendments made in the preceding period. The date of the update will be printed at the end of the rules.

29.4. Any repetition in these Conduct Rules is deliberate and are for effect.

30. INTERPRETATION

30.1. In the event of any dispute concerning the interpretation of these Rules and/or the enforcement thereof and/or any breach thereof, the decision of most of the Directors shall, subject to the provisions of the Community Schemes Ombud Service Act, 2011, be final and binding on all parties concerned in such dispute.

30.2. The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.

30.3. All owners and tenants must comply with the Seaspray code of conduct.

30.4. Owners and tenants are required to sign a declaration form obtained from the Managing Agents confirming that they will adhere to these rules. Failure to do so will be result in the assumption that these rules have been read, understood and adherence will be undertaken.

DATED: 8 JANUARY 2024