

SS 65 194

Form V

Registrar's number of Sectional Plan SS No. 65/1994  
Registrar of Deeds  
Cape Town

**NOTIFICATION UNDER SECTION 35(5) OF THE SECTIONAL TITLES ACT,**  
1986

We, **Gert Pieter Johannes Labuschagne** and **Jurie Johannes Hamman**, the undersigned trustees of the body corporate of the sectional title scheme known as the **Body Corporate of the Fynbos Park Sectional Title Scheme, No. SS 65/1994** situate at **Hermannus, in the Overstrand Municipality** hereby give notice that on the **14<sup>th</sup> of August 2013** the Body Corporate made the following rules (set out in the Schedule), which have been initiated by the trustees for identification for the control and management of the buildings:

- (a) **Management Rules in substitution of, addition to, withdrawal of and/or in amendment of the existing rules:**  
Management Rules numbered 1 to 5 (contained in the Certificate in terms of section 11(3)(e) of the Act) and Management Rules 31(7), 51(2) and 73(a) were repealed or withdrawn;
- Management Rule 31(1) and 51(2) were approved in substitution and amendment of existing Management Rules 31(1) and 51(2); and
- Management Rules 2(i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y) and (z) and 29(5), 29(6), 33(5), 33(6), 63A, 72, 73, 74, 75 and 76 were approved in addition to the existing Management Rules.

The Management Rule referred to in paragraph (a) above have been made by unanimous resolution of the body corporate.

Address:  
The Trustees  
Fynbos Park Body Corporate  
Fynbos Park  
Church Street  
Hermannus  
7200

Trustee: *[Signature]*  
Trustee: Gert Labuschagne

*[Signature]*  
Trustee: JJ Hamman


Date 04/09/2013

Filed at the Office of the Registrar of Deeds at Cape Town  
on \_\_\_\_\_

Signed at Cape Town on \_\_\_\_\_

Registrar of Deeds: *[Signature]* Date: \_\_\_\_\_

(Seal of Office)



DEPARTMENT OF RURAL  
DEVELOPMENT  
AND LAND REFORM

13 SEP 2013

50 PLEIN STREET  
CAPE TOWN, 8000  
REGISTRAR OF DEEDS, CAPE TOWN



**DEPARTMENT: LAND AFFAIRS  
REPUBLIC OF SOUTH AFRICA**

Office of the Registrar of Deeds, Private Bag X9073, CAPE TOWN, Tel (021) 464 7600, Fax (021) 464 7727

**OUR REFERENCE -S MALLICK**

**YOU'RE REFERENCE; J J HAMMAN  
SS65/1994 FYNBOS PARK  
Dear SIR/MADAM**

**This serves to confirm receipt of your letter dated 04/09/2013 requesting that the notifications in terms of 35(5) to be filed in our office. The documents are filed in deeds office as requested.**

**I trust that you will find this in order.**

**Thanking you for co-operation**

**Yours faithfully**

A handwritten signature in black ink, appearing to read 'S Mallick', written over a horizontal line.

**S MALLICK**

**Telephone no-021 4647747  
13/09/2013**

*ikere section 00.59*

**The Body Corporate of the  
Fynbos Park Sectional Title Scheme  
SS No. 65/1994**

**Management Rules**

(Section 35(2)(a) of the Sectional Titles Act, No 95 of 1986)

**Repealed Management Rules numbered 1 to 5, as contained in the Certificate in terms of section 11(3)(e) of the Act**

~~1. Upon alienation of any unit or exclusive use area (other than alienation thereof to an heir in terms of a will or in terms of the law of intestacy) the seller, his executor, administrator or assigns, shall pay as a special levy to the body corporate an amount equal to 5% of the selling price or market value and a further amount equal to 5% of the selling price or market value will be paid to the trustees for the time being of the Hermanus Society for the Welfare of the Aged (hereinafter referred to as SOFCA). The "selling price" shall be the greater of the selling price or market value, and the market value shall be determined by agreement or, failing such agreement, by a valuer to be appointed by agreement, or failing agreement, by the chairman of the local branch of the SA Institute of Valuers or similar body.~~

2. SOFCA will have all rights necessary to provide frail care and other services, which rights shall include, but not be limited by the following:

- (a) At all times have access to all units to ensure that:
  - (i) the units are clean and in a hygienic condition;
  - (ii) the occupiers do not require any assistance, to serve meals and where applicable, provide frailcare.
- (b) Should a unit be found to be dirty and in an unhygienic condition, SOFCA will be entitled to clean the unit or have it cleaned and the costs relating thereto shall be borne by the occupier.
- (c) If, in the reasonable opinion of a panel of three, consisting of a representative of SOFCA and two independent medical practitioners appointed by SOFCA, an occupier is no longer capable of caring for himself and/or his affairs and requires permanent medical and/or nursing assistance, SOFCA will be entitled to insist that the occupier be transferred to its frail care centre in the development or to another unit in the development or to any other frail care facility operated by SOFCA in Hermanus. SOFCA will however, be entitled to elect to provide the frail care in the occupants' unit in which event SOFCA will be entitled to make such changes to the interior of the unit, excluding structural changes, as it deems necessary ~~to ensure the safety and welfare of the occupier and to ensure that the occupier is able to live independently and to ensure that the occupier is able to live independently and to ensure that the occupier is able to live independently~~ and provide the frail care service. The fees of the medical practitioner and the costs, if any, resulting from the changes to the interior of the unit shall be borne by the occupier.

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REGISTRAR OF DEEDS, CAPE TOWN

- (d) ~~Should it be necessary to provide frail care in a residential unit, SOFCA will be entitled, without the consent of the owner or occupier of that unit, to transfer any other debilitated person into that unit and there to take care of him.~~
- (e) ~~Where it is provided in Condition 2 for costs to be paid by the occupier and such costs cannot be recovered from the occupier, the owner shall be responsible for payment of such amounts.~~
- 3 (a) ~~No residential unit in this scheme will be occupied by more than 2 people without the consent in writing of SOFCA and no person under the age of 55 years will be allowed to occupy any unit. In the event of a unit being occupied by a married couple, one of the occupants shall be 55 years of age or older.~~
- (b) ~~If any owner, tenant or occupier of a unit, by act or omission, commits a breach of condition 3(a) above, the body corporate may give the owner written notice to make good such breach within a time specified in such notice and upon his failure to do so, the body corporate may take such action as may be necessary to ensure compliance and may recover the costs thereof from the owner.~~
4. That no garage, carport, or parking bay shall be transferred or ceded to a person unless that person is the registered owner of a residential unit in the sectional title scheme or such person will become a registered owner of a residential unit simultaneously with such transfer or cession.
5. Should a dispute arise between SOFCA and the owner or occupier of a unit or between SOFCA and the managing agent, and the parties fail to resolve the dispute within a reasonable time, either party will be entitled to refer the dispute to arbitration, notwithstanding anything to the contrary contained in these rules. The arbitrator will be appointed by the chairman of the trustees of CAPOA (Cape Peninsula Organisation for the Aged) and the appointed arbitrator will be entitled to make any order, including an order for costs, which he in his sole discretion may deem fit and such order will be final and binding on the parties.]

**Repealed Management Rule 31(7)**

~~31(7) Notwithstanding anything to the contrary contained in these rules, Sofca will be exempted from the payment of levies until 6 months after the date upon which the Body Corporate comes into being or until the date upon which Sofca is in a position to recover the levies from purchasers and/or tenants, whichever is the earlier date]~~

**Repealed Management Rule 51(2)**

~~51(2) unless otherwise decided by the trustees, the financial year of the Body Corporate shall run from the 1st day of April in each year to the last day of March in the following year.]~~

*Handwritten signature and date:*  
04/09/2013

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**Repealed Management Rule 73(a)**

~~(73(a) No residential unit in this Scheme will be occupied by more than 2 people without the consent-in-writing of the Body Corporate and no person under the age of 55 years will be allowed to occupy any unit. In the event of a unit being occupied by a married couple one of the occupants shall be 55-years of age or older.]~~

**Management Rules 2(i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y) and (z) in addition to existing Management Rules 2(a) to (h)**

**[2. Interpretation**

In the interpretation of these rules, unless the context otherwise indicates:]

- (i) 'Alienation' means to divest of ownership of any unit or exclusive use area, or share therein or part thereof, by way of sale, exchange (except an exchange of units or exclusive use areas in the Scheme between members of the body corporate), donation, deed, intestate succession, will, cession, assignment, court order, insolvency, liquidation, prescription, expropriation, irrespective of whether such Alienation is subject to a suspensive or resolution condition, and 'Alienate' or 'Alienation' shall have a corresponding meaning;
- (j) 'Building 13' means the building described as Building 13 on the sectional plans of the Scheme, comprising section 219 and common property;
- (k) 'CPOA' means Cape Peninsula Organisation for the Aged or its successors in title or assigns;
- (l) 'Exit Levy' means the contributions payable by members to the body corporate upon Alienating their units or exclusive use areas or shares therein;
- (m) 'Fair Market Value', for the purpose of Management Rule 72, means the amount at which a willing seller would sell and a willing buyer would buy the unit or exclusive use area, and which amount shall be prima facie established and determined by the trustees, and in determining the amount, the trustees may in their sole discretion accept the selling/purchase price (if any) as the fair market value or the trustees may rely upon the valuation/s of a third party or parties irrespective of whether such party/ies is/are a sworn appraiser/s or not, provided that if the transferor disputes the amount determined by the trustees, the fair market value shall be determined by an appraiser to be appointed by agreement between the trustees ~~and the transferor~~ or failing agreement on an appraiser, the fair market value shall be determined by the chairman of the local branch of the South African Institute of Appraisers and Reform

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24/09/2013

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Amendments to the Fynbos Park Management Rules

- (m) 'Frail Care' means section 219 in the Scheme comprising the Frail Care Centre and 'Frail Care Centre' and 'section 219' shall have a corresponding meaning;
- (o) 'Frail Care Common Property' means the common property as defined in the Act, associated specifically with the Frail Care, including, but not limited to, the land situated below Building 13, the foundations of Building 13 to the median line of the floor of section 219, the roof of Building 13 to the median line of the ceiling of section 219, the external walls of Building 13 to the median line of the external walls of section 219, the Frail Care Exclusive Use Areas, and the pipes, wires, cables, and ducts situated on the Frail Care Common Property;
- (p) 'Frail Care Exclusive Use Areas' mean the exclusive use areas allocated to the Frail Care Owner in terms of section 27A of the Act in Management Rule 76;
- (q) 'Frail Care Owner' means the owner of the Frail Care;
- (r) 'Frail Care Portion' means the portion of the Scheme comprising the Frail Care and the Frail Care Common Property;
- (s) 'Levies' means the contributions payable by Members in terms of section 37(1) of the Act read with Management Rules 31 and 72;
- (t) 'Occupiers' means the Retired Person/s and their Spouse/s residing in the sections in the Scheme;
- (u) 'Residential Portion' means the remainder of the Scheme, excluding the Frail Care Portion;
- (v) 'Retired Person' means a person who is fifty five (55) years of age or older;
- (w) 'Scheme' means the Fynbos Park sectional title scheme, SS No. 65/1994;
- (x) 'SOFCA' means the Hermannus Society for the Welfare of the Aged or its successors in title or assigns;
- (y) 'Spouse' means the spouse, common law wife, common law husband, lifelong companion, or partner of the Retired Person, who may be younger than fifty five (55) years of age;
- (z) 'Transferor' means the registered owner, the executor, administrator or rural sheriff or other person Alienating a unit or exclusive use area, DEVELOPMENT AND LAND REFORM

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Amendments to the Fynbos Park Management Rules

Management Rules 291(5) and 291(6) in addition to existing Management Rules 291(1) to (4)

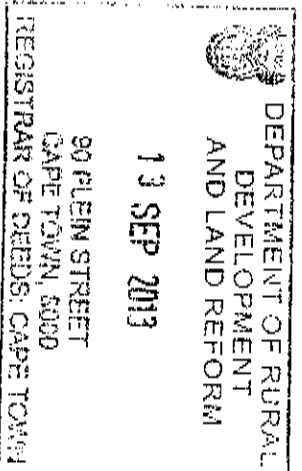
**29. Insurance**

- (5) Notwithstanding the provision of sub-rule (1), the Frail Care Owner shall for its own account take steps to insure the buildings and improvements in respect of the Frail Care Portion against the risks specified in rule 29(1)(a)(i) to (ix) and against such other perils or dangers as the Frail Care Owner deem appropriate.
- (6) Notwithstanding the provision of sub-rule (2), the Frail Care Owner shall for its own account insure against liability in respect of -
- (i) death, bodily injury or illness; or
  - (ii) loss of, or damage to, property,
- occurring in connection with the Frail Care Common Property, for a sum of liability of not less than R500 000.00 (Five Hundred Thousand Rand).

Management Rule 311(1) in substitution and amendment of existing Management Rule 311(1)

- 31(1) (a) The liability of owners to make contributions, and the proportions in which the owners shall make contributions for the purposes of section 37(1) of the Act, or may in terms of section 47 of the Act be held liable for the payment of a judgment debt of the body corporate, shall with effect from the date upon which these rules come into operation, be borne by the owners in accordance with the participation quotas attaching to their respective sections, provided that the participation quotas of sections shall be adjusted by the exclusion of the participation quota of section 219 and subject to the further provisions of this rule:

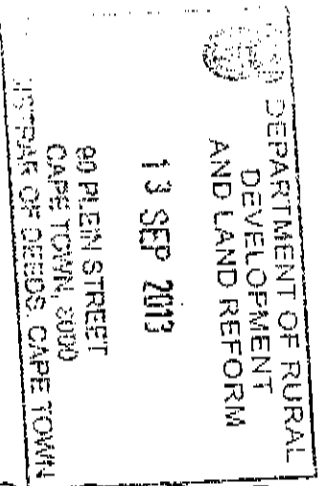
- (b) The Frail Care Owner shall only be liable to pay Levies to the body corporate in accordance with the participation quota of section 219 in respect of:
  - (i) Repairs and maintenance of the common property tarred area (tarmac);
  - (ii) Security services rendered to the body corporate, including the gate guarding, access control and patrolling of the grounds; and



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Amendments to the Fynbos Park Management Rules

- (iii) Sewerage and other municipal charges, until a separate water connection has been established.
- (c) Subject to rule 31(1)(b) above and the obligations of the Frail Care Owner in terms of these rules, the Frail Care Owner shall not make contributions to the body corporate in respect of the Frail Care or Frail Care Exclusive Use Areas, but the Frail Care Owner shall be responsible for all expenses and charges relating to the Frail Care Portion, including but not limited to:
  - (i) Insurance;
  - (ii) Repair and maintenance;
  - (iii) Improvements and the removal of improvements;
  - (iv) Provision of, and repair and maintenance of, movable property and equipment used in respect of the Frail Care Portion, including safety- and fire equipment;
  - (v) Municipal rates;
  - (vi) Electricity;
  - (vii) Water and sewerage and all other related municipal charges;
  - (viii) Refuse removal; and
  - (ix) Services, including but not limited to, gardening-, cleaning- and administration services.



**Management Rules 33(5) and 33(6) in addition to existing Management Rules 33(1) to (4)**

- 33. Improvements to the Common Property and Removal thereof**
- (5) Notwithstanding the provisions of sub-rules (1) and (2), the Frail Care Owner may with the prior written consent of the trustees, which shall not unreasonably be withheld, proceed with improvements to the Frail Care Common Property or the removal thereof.

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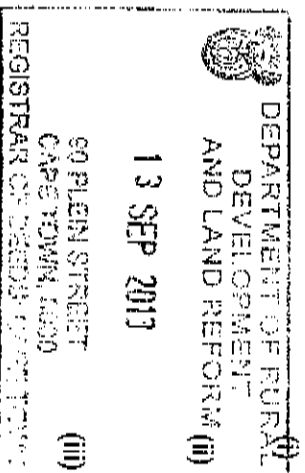
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- (b) No Exit Levy shall be payable where a unit or exclusive use area is Alienated from the estate of a member or the joint estate of a member and his or her surviving Spouse, to the surviving Spouse.
- (2) The purpose of the Exit Levy is to stabilise the levy fund of the body corporate. The Exit Levy shall only be used in furtherance of the objects of the body corporate, including defraying expenses for which the body corporate are liable. The Exit Levy may not be distributed to the members of the body corporate.
- (3) Upon the Alienation of a unit or exclusive use area, a Member or Transferor shall pay to SOFCA a contribution in an amount equal to 5% (five percent) of the Fair Market Value of the unit or exclusive use area, provided that no SOFCA contribution shall be payable where a unit or exclusive use area is Alienated from the estate of a member or the joint estate of a member and his or her surviving Spouse, to the surviving Spouse.
- (4) The payment of the SOFCA contribution in terms of rule 72(3) above is subject to the following conditions:
- (a) Residents shall have access to the availability of SOFCA services at the tariffs agreed upon between the body corporate and SOFCA from time to time in good faith, which tariffs shall be reasonable in the circumstances; and
- (b) SOFCA shall provide frail care to all Occupiers at standard tariffs and which service shall be provided in the discretion of SOFCA:
- In the Frail Care Centre, or
- In a similar or superior Frail Care Facility operated by SOFCA in Hermannus, or
- In the section of the Occupier, with the prior written consent of the owner of the unit, provided that the owner may withdraw any written consent by 3 (three) months' written notice to SOFCA and the Occupier.
- (5) If frail care is provided in the section of the Occupier, SOFCA will have all rights necessary to provide frail care and other services to the Occupier, which rights shall include, but not be limited to, the right of SOFCA to have access to the section of the Occupier at all times to:



(a) Render the required frail care services and assistance;

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- (b) Provide meals;
- (c) Ensure that the section is in a clean and hygienic condition; and
- (d) Clean the section or have the section cleaned at the cost of the Occupier, should the section be found to be dirty and in an unhygienic condition.
- (6) Should a dispute arise between SOFCA and an Occupier and the parties fail to resolve the dispute within a reasonable time, either party will be entitled to refer the dispute to arbitration, notwithstanding anything to the contrary contained in these rules. The arbitrator will be appointed by the chairman of the trustees of CPOA and the appointed arbitrator will be entitled to make any order, including an order for costs, which he or she in his or her sole discretion may deem fit and such order will be final and binding on the parties.
- (7) Upon Alienation of a unit or exclusive use area, the body corporate may withhold issue of the levy clearance certificate contemplated in section 15B(3)(a)(i)(aa) of the Act, if any Levies or any other amounts due in respect of the unit or exclusive use area have not been paid or payment have not been secured to the satisfaction of the trustees.

**Management Rule 73 in amendment and substitution of existing Management Rule 73(a)**

**73. Occupation of sections**

- (1) No person other than a Retired Person and the Spouse of Retired Person may occupy a section in the Scheme, provided that a Spouse shall not reside in the section without being accompanied by the Retired Person, provided further that upon the death of a Retired Person, his or her Spouse may continue to reside in the section.

Subject to sub-rule (1) above, the number of Occupiers per section shall be restricted to:

- (a) Two (2) Occupiers per one-bedroom section (approximately 47 square meters in extent);
- (b) Four (4) Occupiers per two-bedroom section (approximately 94 square meters in extent).

DEPARTMENT OF TOWN AND LAND DEVELOPMENT  
DEPARTMENT OF TOWN AND LAND DEVELOPMENT

13 SEP 2013

90 PLEIN STREET  
CAPETOWN 8001  
REGISTRAR OF DEEDS

*P.J.*  
04/09/2013

*[Signature]*

**Management Rule 74 in addition to the existing Management Rules**

**74. Maintenance of the Frail Care Common Property**

The Frail Care Owner shall repair and maintain the Frail Care Common Property, in a state of good repair and in a clean and neat condition to the satisfaction of the trustees. If the Frail Care Owner fails to repair and maintain the Frail Care Common Property in a state of good repair and/or in a clean and neat condition and any such failure persists for a period of 30 (thirty) days after written notice to do so, given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the Frail Care Owner's failure and to recover the reasonable cost of doing so from the Frail Care Owner.

**Management Rule 75 in addition to the existing Management Rules**

**75. Garage, carports and parking bays**

Garages, carports and parking bays shall only be capable of being owned by the owners of residential sections, and where applicable by the Frail Care Owner.

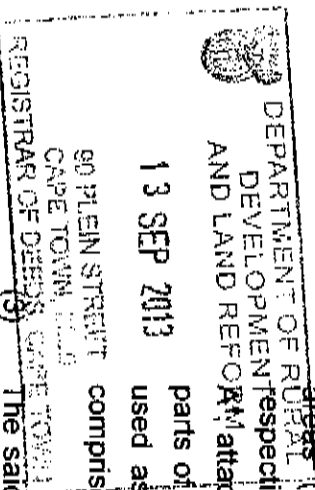
**Management Rule 76 in addition to the existing Management Rules**

**76. Allocation of exclusive use areas (garage, chapel, laundry area and garden area) in terms of section 27A of the Act**

(1) In terms of section 27A of the Act rights of exclusive use of parts of the common property are hereby conferred upon a member of the body corporate, being the registered owner of a section in the Scheme, as stipulated hereunder:

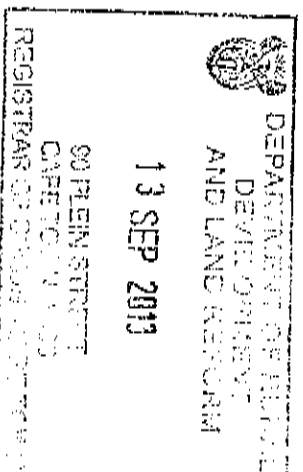
(2) The parts of the common property referred to in sub-rule (1) above, are the ~~parts~~ (Chapel, Garden, Garage and Laundry) indicated and numbered respectively as CH219, G219, GA219 and LA219 on the plan marked "Plan A" attached to these rules, being a layout plan drawn to scale of the affected parts of the common property. The exclusive use areas shall respectively be used as a Chapel, Garden, Garage and Laundry. The Garden may also comprise of stoeps and paved areas.

(3) The said exclusive use areas are allocated to the owner of the section (the linked section) as indicated on the Schedule marked "Schedule A" attached to these rules.



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04/09/2013

- (4) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Act.
- (5) When the linked section is transferred, the new owner of the linked section will automatically obtain the right of exclusive use of the exclusive use area as indicated on Schedule A.
- (6) The owner of the linked section shall be liable for all expenses and costs in respect of, and attributable, to the exclusive use areas.
- (7) The owner of the linked section shall apply to the trustees for their written consent in terms of management rule 68(1)(vi) to construct or place a structure or building improvement on an exclusive use area.
- (8) The owner of the linked section shall repair and maintain the exclusive use areas, including the walls, buildings, building improvements or structures on the exclusive use areas, in a state of good repair and in a clean and neat condition to the satisfaction of the trustees. If the owner of the linked section fails to repair and maintain an exclusive use area or any wall, building, building improvement or structure on an exclusive use area in a state of good repair and/or in a clean and neat condition and any such failure persists for a period of 30 (thirty) days after written notice to do so, given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.
- (9) The owner and occupiers of the linked section shall allow the trustees or their duly authorised representative(s) access to and across the exclusive use areas for any purpose reasonably required in terms of the Act.
- (10) The owner and occupiers of the linked section shall comply with the relevant provisions of the Act and rules regarding the use of the exclusive use areas.

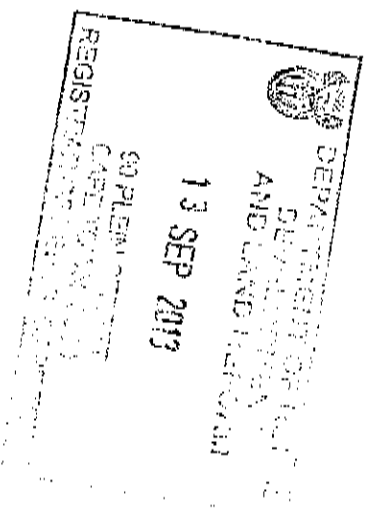


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24/09/2013

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**Schedule of allocation of exclusive use areas**

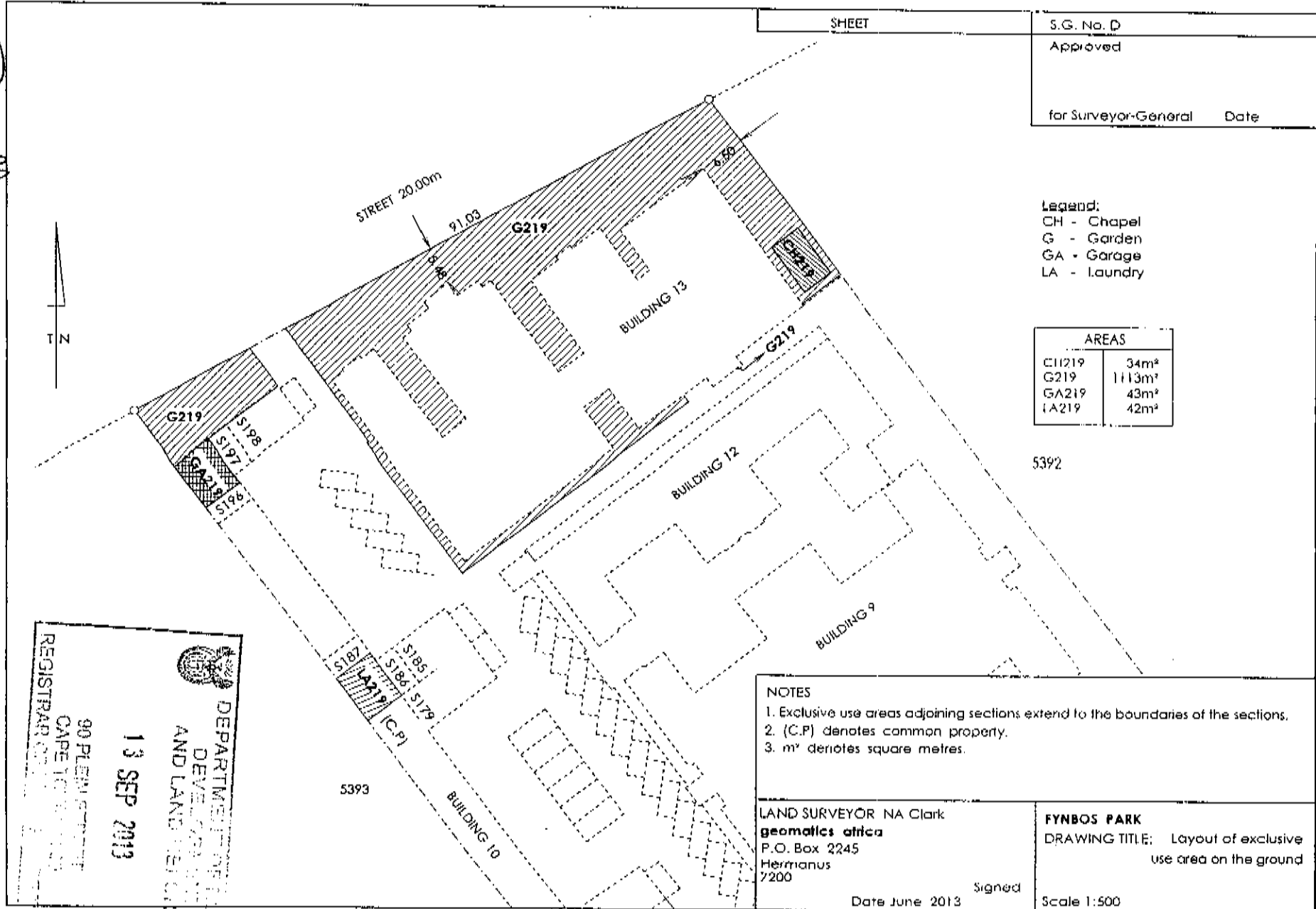
| Exclusive use areas<br>Chapel (CH), Garden (G), Garage<br>(GA) and Laundry (LA) | Allocated to the owner<br>of the following section<br>(the linked section) |
|---|--|
| CH219   | 219  |
| G219  | 219  |
| GA219   | 219  |
| LA219   | 219  |



*04/07/2013*

*[Signature]*

5/10/2013  
 J.C.



SHEET

S.G. No. D

Approved

for Surveyor-General Date

Legend:  
 CH - Chapel  
 G - Garden  
 GA - Garage  
 LA - Laundry

| AREAS |                    |
|-------|--------------------|
| CH219 | 34m <sup>2</sup>   |
| G219  | 1113m <sup>2</sup> |
| GA219 | 43m <sup>2</sup>   |
| LA219 | 42m <sup>2</sup>   |

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NOTES

1. Exclusive use areas adjoining sections extend to the boundaries of the sections.
2. (C.P) denotes common property.
3. m<sup>2</sup> denotes square metres.

LAND SURVEYOR NA Clark  
**geomatix atica**  
 P.O. Box 2245  
 Hermanus  
 7200  
 Date June 2013 Signed

**FYNBOS PARK**  
 DRAWING TITLE: Layout of exclusive use area on the ground  
 Scale 1:500

REGISTRAR GENERAL  
 90 PLEIN STREET  
 CAPE TOWN 8001  
 13 SEP 2013  
 DEPARTMENT OF  
 DEVELOPMENT  
 AND LAND REFORM

PLAN A