



Rianna Willemse

ATTORNEYS / PROKUREURS

Attorneys/Prokureurs · Labour Advisors/Arbeid Adviseurs · Conveyancers/Aktevervaardigers · Notaries/Notaris

REGISTRATEUR VAN AKTE AKTE KANTOOR KAAPSTAD	Our Reference/Ons verwysing:	R WILLEMSE
	Your Reference/U verwysing:	
	Date/Datum:	8 OKTOBER 2013

Geagte Meneer / Mevrou

I/S: Nautica, SS 70/2008

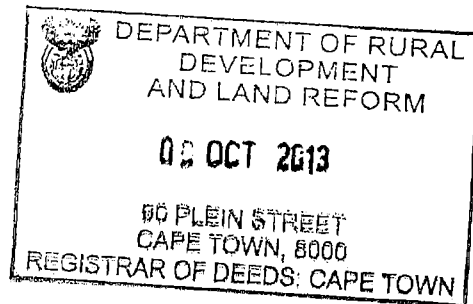
Ons verwys na bogemelde aangeleentheid.

Geliewe hierby aangeheg te vind die gewysigde reëls vir registrasie.

Die Uwe,

Rianna Willemse

**RIANNA WILLEMSE
RIANNA WILLEMSE PROKUREURS**



Sectional Plan No SS n/1000

The Registrar of Deeds
Cape Town

NOTIFICATION UNDER
SECTION 35(5) AND REGULATION 30(3) AND (4)
OF THE SECTIONAL TITLES ACT, No 95 OF 1986, AS AMENDED

We, the undersigned,
DS MALAN, HR SMIT, DH ACKERMANN and JJH PARSONS, the undersigned trustees of the Body
Corporate of the sectional title scheme known as

NAUTICA
SS NO. 70/2008

Situated at Erf 2141, Strand,
Province of the Western Cape

HEREBY GIVE NOTICE that on 29/9/2017 at a properly constituted annual general meeting
witnessed an approval vote as required by the Act by those present or represented by proxy with a rule
amendment now being initialled by the trustees for identification, for the control and management of the
complex as directed by the owners.

Amended rules:

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This rule amendment has been made by an approval vote of% for the special resolution of the members
of the body corporate.

ADDRESS: The Trustees
HR Smit
DH Ackermann
DS Malan
JJH Parsons
.....

[Signature]
TRUSTEE
[Signature]
TRUSTEE
[Signature]
TRUSTEE

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TRUSTEE
.....
TRUSTEE
DATE: 29/9/2017

Filed at the Office of the Registrar of Deeds at

on

Signed at on

REGISTRAR OF DEEDS

DATE:

CONDUCT RULES

(section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

for the use and enjoyment of the sections and common property of
the Body Corporate of the

Nautica

Sectional Title Scheme

SS No. 70/2008

1. The management rules are in accordance with Annexure 8 of the Regulations of the Sectional Titles Act, No. 95 of 1986.
2. The conduct rules are in accordance with Annexure 9 of the Regulations of the Sectional Titles Act, No 95 1986 and have been amended, substituted, added to or repealed as more fully set out in clause 6.
3. Regulation 30(1) of Act 95 of 1986 has not been contravened;
4. The rules as contemplated in Section 35(2) of the Sectional Titles Act, No. 95 of 1986 are applicable;
5. The following management rule has been imposed:-

“the Developer will not be liable for any levies with regard to the unsold units from the date of the opening of the sectional title register until such units have been sold and transferred. In the event that the Developer rents out the unit after the opening of the sectional title register, the Developer will be liable for the levy as applicable to the unit from date of occupation of the unit by the lessee.”

6. The Developer has substituted the following conduct rules for the Statutory Conduct Rules contemplated in Section 35 (2) of Act 95 of 1986:-

“ANIMALS, REPTILES AND BIRDS

1. (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) When granting such approval, the trustees may prescribe any reasonable condition.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

REFUSE DISPOSAL AND SANITARY SERVICES

2. (1) An owner or occupier of a section shall-
 - (a) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers; completely drained;

- (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).
- (e) garbage in bags shall in no circumstances be permitted to lie in service entrances or passages of any sections and must be disposed of in the areas allocated therefore by the Developer and/or authorised trustees.

MOTOR VEHICLE AND DRIVEWAYS

- 3. (1) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- (2) Cars may only be parked in the parking area specifically demarcated for that purpose and in such way that the flow of traffic is not obstructed. One car should not occupy two parking bays. Garages and allocated parking bays may only be used by, or with the express consent of the owners to whom they are allocated. Specifically no parking is allowed in the drive-in lane to the garages.
- (3) The trustees may cause to be clamped, removed or towed away, at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the trustees' consent of parked in an exclusive use area of which the use has not been designated to them.
- (4) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guest, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- (5) 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.
- (6) Road signs, should any be erected in the complex, must be observed by all motorists driving on the property. Vehicles shall not exceed the indicated speed limits the Development.
- (7) No trucks, caravans, trailers, motorcycles, boats or heavy vehicles shall be parked on the common property or in the parking bays without the consent of the trustees
- (8) Hooters shall not be sounded within the Development

LAUNDRY

- 8. An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

NOISE

- 12. (1) Quiet shall be observed at all times but particularly between 23h00 and 07h00 nightly and between 14h00 and 16h00 on Saturdays, Sundays and public holidays.
- (2) Radio's, CD's, tapes, television/DVD sets, musical instruments, etc. shall not be played in such a manner as to cause a nuisance to adjoining sections.
- (2) Residents to please bring the above to the attention of their domestic, contractors and guests.

CHILDREN

13. (1) Residents must supervise their children and those of their visitors to ensure that they comply with the rules especially in the observation of the "noise" rule 12 above.
- (3) Children may not play in passages, driveways, basement parking areas or lobbies.

MOTORCYCLES, BICYCLES, SKATEBOARDS, SURFBOARD, ROLLER SKATES, BALL GAMES, ETC.

14. Above items may not be used on common property, driveways, walkways and garages.

DOMESTIC/ARTISANS/SERVICE COMPANIES AND EMPLOYEES

15. (1) Owners and occupiers are responsible for the activities and conduct of their domestics and such artisans as they may employ from time to time, and must ensure that their domestics or such artisans understand and adhere to the Management and Conduct Rules of the scheme.
- (2) Residents must ensure that their domestics and artisans do not loiter on the common property.
- (3) Residents must ensure that their domestics or artisans do not cause noise within their sections or on the common property.
- (4) Domestics and/or artisans of companies employed by owners or occupiers to carry out work or perform services may not have guests or friends as visitors at any time on the common property. Owners and occupiers are asked to ascertain that this rule is absolutely observed in the interests of security.
- (5) The rule of no visitors or guests also applies to temporary domestics or artisans. Such temporary domestics or artisans must be signed in and out by the relative owners or occupiers with full details of the temporary person/s on each respective day and the owners/occupiers are responsible for these persons observing the Management and Conduct Rules.
- (6) Artisans or domestics may not generally wander around the complex, have meals or rest breaks in passages, basement, and garages and at entrances to the development. Their activities are to be restricted to within the unit of the employing owner/occupier.
- (7) All owners/occupiers to check references of any domestics and/or their companies employed either full time or part time in the interest of security for all concerned.
- (8) Only approved trolleys are to be used on the estate. Supermarket trolleys will not be permitted on the estate.

SUNDRY PROVISIONS

16. (1) Rubbish of any nature must not be dropped or left on the common property and must not be brushed down storm water drains.
- (2) Inflammable or other dangerous material in quantities which might constitute a danger or affect the insurance cover may not be brought into the sections or the common property and not stored in any form in the storeroom of owners or in the basement or parking garages
- (3) No business or trade may be set up for conducting on the common property or in the section. A storeroom may not be used as a storage and/or distribution facility, except for the unit to which it belongs.
- (4) No auctions or jumble sales may be held on the common property or in the sections or outside the entrance to the property.

- (5) No advertisements or publicity material may be displayed on the common property or in the sections without the proper prior written permission of the Developer and/or Trustees.
- (6) The gardeners and staff employed by the Developer and/or Trustees of the scheme may not be employed during normal working hours to do any extra private work other than as allocated or authorised by the developer and/or Trustees.
- (7) No hobbies or other activities may be conducted on the common property if they cause a nuisance to other occupiers.
- (8) No firearms or pellet guns or catapults, etc, may be discharged on the common property.
- (9) No stones or other solid objects may be thrown or propelled on the common property.
- (10) Should any damage of whatsoever nature be caused to the common property by an owner, an occupier or their family, domestics employees, tenants or visitors, the respective owner of occupier shall be held liable to reimburse the Body Corporate for the cost of repairing such damage.
- (11) Where a section and/or exclusive use area (or the shares in a Company or members interest in a CC which owns the section and/or exclusive use area) is sold, the owner must advise the Managing Agents for the Body Corporate in writing of the name and address of the new owner and the effective date of transfer. A levy clearance certificate must be issued before the effective date.
- (12) No luggage or other personal effects are to be left in any common area. Security shall remove all such items as being unauthorized and possibly harmful.

EXTERIORS

17. (1) Air conditioning Units/Aerials/Radio and Communication Equipment may not be installed where they are visible on the outside of the building or without the prior written consent of the Developer or Trustees, as the case may be.
- (2) No exterior painting, including the painting of the front doors and windows may be done without the prior written consent of the Developer or Trustees, as the case may be.
- (3) No alterations may be done and no fixtures or fittings may be installed to the exterior of the building without the prior written consent of the Developer.

SECURITY

18. (1) Insofar as the entrance and parking bay gates have been automated and may be used by residents with radio transmitters at any time for entrance and egress. No loaning of resident's transmitter to be undertaken by residents to anyone, including their guests or friends. This is vital for security reasons.
- (2) Large vehicles/Trucks are generally discouraged from entering the property but special arrangements to admit them can be made with the Managing Agent for temporary loading of off loading only.
- (3) Residents, their families and/or guests are particularly requested not to call the security guards for any other purpose than a security need or emergency related to security. To understand clearly that the security guards may not be called away from their posts to:
 - (a) Help with parcels

- (b) Offload vehicles
 - (c) Wash vehicles
 - (d) Collect messages or run errands even within the complex
 - (e) Deliver newspapers or post (residents to please collect these items themselves from the security office.)
- (4) Residents and their domestics are requested not to hold long conversations with any person on the central intercom system, which is there for brief messages and emergencies only.
 - (5) Security personnel must abide by the following rule: a minimum of one security guard to remain on duty at the main entrance(s) at all times. The main entrances cannot be left unmanned to accompany owners, visitors, guests, contractors, service providers etc.
 - (6) Vehicles parked incorrectly or in unauthorised bays will be clamped or towed away at the discretion of the security manager. Service providers to park in specified indicated by security.
 - (7) Any transgression of the rules in terms of excessively loud music or noise levels between 23:00 and 07:00 will result in security calling the police, if necessary.
 - (8) Security has the authority to conduct random searches of vehicles and people entering or exiting the estate.
 - (9) Tipping of, and/or gratuities to, security staff is strictly forbidden.
 - (10) Firearms are not permitted on the premises, unless authorized in writing by the Trustees.
 - (11) Insofar as security discs have been issued to owners and/or occupiers, such security discs are not transferable. A specific disc, may only be used by the person to whom it was issued. Persons found abusing this rule will have their discs cancelled with immediate effect. Only one disc will be issued per person.
 - (12) When a security disc is issued by security, the recipient must personally be available for photography and for providing identification and personal details.

BBQ/BRAAI REQUIREMENTS

19. (1) No open fires to be lit, except in designated braai areas and subject to the prior written approval of the Developer and/or Trustees.
- (2) Only smokeless fuel or gas to be used in designed BBQ/braai areas.
- (3) All residents/owners to ensure that any coal/fuel which may have been lit is properly extinguished and that the common property area is cleaned up after use and no litter is left lying around.

LIABILITY FOR MAINTENANCE AND REPAIRS

20. (1) It is the duty of each owner or occupier to keep his/her section and those areas of the common property of which he/she has the exclusive use and occupation in good clean, sanitary and habitable order and condition and to maintain all electrical plumbing and sewerage installations and services and good order and condition.
- (2) If an owner or occupier fails to repair or maintain his/her sections in a state of good repair, or fails to maintaining adequately any areas of the common property allocated for his/her exclusive use and enjoyment, and such failure persists for a period of one month after written notice, the Body

Corporate is entitled in terms of the Rules to remedy the owner/occupier's failure to recover the reasonable cost of doing so from the owner/occupier.

- (3) It is the duty of the Body Corporate to properly maintaining the common property and to keep it in a state of good and serviceable repair. This duty includes, but is not limited to, the responsibility to take out structural insurance; maintaining the security and any PABX system, sewerage, water pumps, bore-hole, swimming pool(S), day to day cleaning of common areas, refuse removal, cleaning of windows, shutters and shutter maintenance, maintain fire equipment, landscaping, gardening, mowing of the lawns of garden areas of the common property.
- (4) Owners/occupiers are obliged at all reasonable times to grant access to the Body Corporate's domestics and agents for the purpose of mowing the lawns and attending to emergency faults of problems affecting other owners.

POWER TO APPOINT LETTING AGENT AND ACCREDITATION OF LETTING AGENTS

21. (1) The Developer and/or Trustees has the power to appoint one (1) accredited Letting Agent for the scheme on an annual basis
- (2) The Developer and/or trustees further has the right to terminate such an appointment which termination is in it's sole discretion.
- (3) These rules are designed to ensure the peaceful cohabitation of true residents and casual tenants (defined as people who lease a unit for a period of less than three months). An owner wishing to frequently let their own apartment on a casual basis will be required to adhere to these rules.
- (4) Where an agent/owner intends to let or advertise to let any apartment for a period of less than 3 months the following additional requirements, over and above the requirements for the Letting Agents, must be met:-
 - (a) Agent/owner doing the letting must apply to the Developer and/or Trustees for accreditation.
 - (b) The agent/owner must provide to the Developer a copy of their public liability insurance cover in the sum of R5,000,00-00
 - (c) An agent seeking accreditation must be able to demonstrate that they have formal facilities in close proximity to the scheme and a 24-hour a day responsible person empowered to handle guest arrivals and departures as well as security issues.
 - (d) Security must be provided with the name of the owner's local representative and responsible person who can be called. In the event of an incident involving a guest, the responsible person must have the authority to remove the guest from the property should the security manager so insist.
 - (e) Any contract between an agent, owner and tenant/guest is to stipulate that they abide by the rules of the Body Corporate and each party is to sign for a copy of the rules, proof of which is to be given to the Managing Agent.
 - (f) The security Manager of the scheme has the Body Corporate's authority to request immediate removal of a guest who does not conform to the rules and regulations of the Body Corporate specifically with respect to disturbance, noise or misuse of common property. The security personnel will in the first instance request that the guests conduct themselves appropriately. Should the guest persist in disturbing the residents or damaging property they will then be obliged to call the security manager.

- (5) The letting agent shall pay to the Body Corporate a monthly amount, which amount may vary depending on the amount of and period for which the units were let per month, as a contribution towards the conference centre, pool and deck area.
- (6) Should an agent breach any of the Body Corporate Rules, and/or the Security Access Control Rules, and or the Accredited Letting Agents' Participation Agreement, the agent shall be given written notification as to which rule(s) he has breached, where after the agent will be given 14 days to rectify such breach. Should the agent remain in default after the expiry of the said notice period, then the Developer reserves the right to withdraw the agent's accreditation forthwith.
- (7) The letting agent is solely responsible for all linen, domestic servants, servicing of the units etc and the costs and charges relating thereto.
- (8) No luggage is to be left unattended in common areas and must be moved off the property to the reception/offices of the agent.
- (9) With respect to the letting of units, there are no further restrictions on letting and each section owner can agree on and impose any further restrictions directly with the agent.
- (10) No advertising will be permitted on the property, and any pointer boards will be removed. Agents any not leave business cards or advertising materials at the security gates, distribute advertising material under doors or leave material in common areas. The Developer and / Trustees will allocate and area at reception where available units can be displayed in a manner acceptable to the Developer/ Trustees.

ESTATE AGENT – SALE OF UNITS

22. (1) No advertising will be permitted on the property, and any pointer boards and for sale sign boards will be removed. Agents any not leave business cards or advertising materials at the security gates, distribute advertising material under doors or leave material in common areas. The Developer and / Trustees will allocate and area at reception where available units can be displayed in a manner acceptable to the Developer/ Trustees.
- (2) The agent and prospective purchaser must comply with all security regulations
- (3) Show days will not be allowed and apartments must be viewed "by appointment only".
- (4) Any contract between an agent, owner and tenant/guest is to stipulate that they abide by the rules of the Body Corporate and each party is to sign for a copy of the rules, proof of which is to be given to the Managing Agent.

HOUSEHOLD CONTENTS INSURANCE

23. The body corporate shall have no responsibility whatsoever for the insurance of the contents (including air condition unit) of any section, which insurance shall at all times be the sole responsibility of the owner in question.

7 the aforesaid rules are added to the extent set forth in the Section 27A Certificate.

24. IMPOSITION OF PENALTIES

Imposition of administrative fees

- 24.1 If the behavior of an owner or occupier of a section, his or her family members, guests, visitors, employees or contractors causes a nuisance in the opinion of the trustees, or if an owner, occupier or his or her family member, guest, visitor, employee or contractor violate any provision of the Act, the Management Rules or Rules of Conduct, then the trustees can send notice to the owner and the occupier (if applicable) which in the opinion of the trustees may be hand delivered or sent by regular/electronic mail. In the notice, the specific behavior that causes a nuisance, or the provision or rule allegedly violated must be clearly stated, and the offender should be warned that if he or she continues such act or offense, an administration fee will be imposed on the owner of the section.
- 24.2 If the owner or occupier (if applicable) nevertheless continues with the specific conduct or violation of the specific provision of the Act or rule, an amount of R250 will be levied to relevant owners account. For a third offence and every offence thereafter an amount of R500 will be applicable for each offence. The trustees may from time to time revise the amounts.
- 24.3 Should an owner wish to appeal, notice must be given in writing within three (3) days of the date of the letter.