

CERTIFICATE

in terms of Section 11(3)(e) of Act 95 of 1986

**SECTIONAL TITLE SCHEME KNOWN AS: ASCOT GROVE
SCHEME NO. SS 175/2006, 379/2006, 520/2006**

I, MARTINE COLETTE NEWMAN, Conveyancer practising at Cape Town, do hereby certify that:

1. the Management Rules prescribed in terms of Section 35[2][a] of the Sectional Titles Act No 95 of 1986 and the Conduct Rules prescribed in Section 35[2][b] of the said Act are applicable to the scheme known as ASCOT GROVE situated at

**ERF 32280 (PORTION OF ERF 32279) MILNERTON
IN THE CITY OF CAPE TOWN
CAPE DIVISION, WESTERN CAPE PROVINCE;**

IN EXTENT 1,4363 (ONE COMMA FOUR THREE SIX THREE) HECTARES

save that the Management Rules are amended by the addition of the following rule:

"72 Exclusive Use and Enjoyment of Parts of the Common Property

The rights of the exclusive use and enjoyment of certain parts of the common property are in terms of Section 27A of Act 95 of 1986 conferred upon those members as are owners of specific sections. The locality and numbers of the exclusive use and enjoyment areas and the purposes for which such parts may be used, appear from the Layout Plan prepared by Land Surveyor Terry McSweeney annexed hereto.

The Schedule allocating the respective parts to owners (members) of specific Sections as required by Section 27A(c) of Act 95 of 1986 is set out in the annexure hereto marked "A".

The Conduct Rules as prescribed in Section 35(2)b of Act 95 of 1986 are hereby amplified by the Developer by the amendment of rules 1-15 and the addition of rule 16:

CONDUCT RULES (SECTION 35(2)(B))

ASCOT GROVE: ROYAL ASCOT MILNERTON

1. USE OF SECTION AND COMMON PROPERTY

- 1.1 Save as set out in 1.1.2 hereunder, no owner or occupier may, without the prior consent of the Trustees:
- 1.1.1 Use the section for any purpose other than residential purposes;
 - 1.1.2 Allow more than two people in a one bedroomed residential unit or three adults in a two bedroomed residential unit, or alternatively two adults and two children in a two bedroomed residential unit (excepting in special circumstances for a short duration with authorisation by trustees in writing);
 - 1.1.3 Hold or permit to be held any sale of goods or a fete on the section or on the common property;
 - 1.1.4 Place on display any sign, notice, billboard or advertisement on the building, the common property or the section so as to be visible from outside the building;
 - 1.1.5 Erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
 - 1.1.6 Remove any shrub, tree or plant on or in the common property;
 - 1.1.7 Erect his own washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or the common property so as to be visible from outside the building or from any other section.
- 1.2 An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 1.3 An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND TO THE COMMON PROPERTY

- 2.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the Trustees.
- 2.2 To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
- 2.2.1 Install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
 - 2.2.2 Install a canopy on a section;
 - 2.2.3 Install a screen or other device to prevent the entry of animals, insects;
 - 2.2.4 Install any outside TV aerial, satellite dish, etc.

- 2.2.5 Make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally;
- 2.2.6 All curtains are to be lined with a white or cream fabric. All blinds are to have a white, cream, charcoal or wooden backing;
- 2.2.7 Broken windows, whatever the cause, are to be replaced within 3 days;
- 2.2.8 No garage may be converted or used for a business or for accommodation.

3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS ETC

- 3.1 All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:
 - 3.1.1 Cause a nuisance, disturbance or inconvenience to any other owner or occupier, particularly in the form of loud music, radio or TV;
 - 3.1.2 Detrimentally affect the rights and interests of other owners or occupiers;
 - 3.1.3 If the Conduct of an Owner or an Occupier of Units or his visitors constitutes a nuisance in the opinion of the Trustees, or if an owner, occupier or a visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule. The Trustees may furnish the Owner or Occupier with a written notice, which may in the discretion of the Trustees, be delivered by hand or by post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described and/or the Rule that has allegedly been contravened must be clearly indicated. The offender must be warned that if he or she persists in such conduct or contravention, a R250 or R350 fine will be imposed on the Owner or Occupier of the Unit. The raising of the fine will be by means of an additional levy. All fines so imposed will have to be paid in full and will be treated in the same manor as a normal monthly levy i.e Should such fines not be paid, then offenders will be handed over.
- 3.2 Owners and occupiers shall be responsible for the behavior and actions of their children, guests and domestic servants and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 7 days of notice by the Trustees, to the satisfaction of the Trustees.
- 3.3 No children are permitted to play in the parking area, stairwells, lobby areas and landings.
- 3.4 No access remotes shall be given to domestic servants by Owners and/or occupiers.
- 3.5 No access code for the complex may be given to any guests/friends or

supplier/delivery companies or contractors. No exceptions to this rule will be tolerated.

4. REFUSE DISPOSAL

4.1 An owner or occupier of a section shall:

4.1.1 Maintain in a 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;

4.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

4.1.3 For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;

4.1.4 No garage, building and or garden rubble may be left outside the section or on the common property at any time. It must be placed inside the refuse receptacles provided in the designated areas.

5. VEHICLES

5.1. Owner or occupier shall not 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 written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the building at the risk and expense of the Owner of the vehicle parked, standing or abandoned on the common property as parked without the Trustees written consent.

5.2. Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the Owner or occupier concerned.

5.3. No Owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or section. No minor repairs to and or reconditioning of vehicles on the common property is permitted.

5.4 No washing of vehicles will be permitted on the common property, this is to be done in your allocated parking bay.

5.5 Hooters shall not be sounded within the Sectional Title Scheme.

5.6 Vehicles may be parked only on such areas of the scheme as are specially indicated or approved by the Trustees for such purpose and in such a way that the flow of traffic and access to and from parking bays is not obstructed.

5.7 Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the Trustees.

- 5.8 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees.
- 5.9 Vehicles parking or entering the scheme are subject to the express condition that such vehicles are parked at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatsoever nature which such Owner, or any person claiming through or in place of such person, may suffer in consequence of his vehicle having been parked on the common property.
- 5.10 Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for such purpose. No visitors bay is to be occupied by a vehicle for any period exceeding 48 hours without prior written consent of the Trustees.
- 5.11. Owners shall ensure that their visitors park in the correct place and do not cause any obstruction in relation to garages or otherwise.
- 5.12 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.

6. PARKING

- 6.1 Parking is to be confined to the specific parking area allocated to each owner/occupier. Only 1 motor vehicle per parking area.

An allocation has been provided for only 1 vehicle per unit and visitors' bays are not to be used for permanent private parking. Guests are to use only those bays reserved for visitors. Breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and at the expense of the owner of the vehicle or alternatively the Owner of the section

- 6.1.2 Any vehicles illegally parked will be clamped and unclamped once the offender has paid a fine of R250 to the Body Corporate;

- 6.1.3 Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and risk of the Owner of the vehicle or alternatively the Owner of the section.

- 6.2 The parking bays are allocated to each unit as follows:
The parking bay numbers in your deed of sales are correct as per the sectional title plans. The developer had the unit numbers painted on the parking bays instead of the numbers stipulated in your deed of sales.

Parking Bay	Unit Number
1	1
2	2
3	3
4	4

Parking Bay	Unit Number
31	31
32	32
33	33
34	34

Parking Bay	Unit Number
61	61
62	62
63	63
64	64

5	5	35	35	65	65
6	6	36	36	66	66
7	7	37	37	67	67
8	8	38	38	68	68
9	9	39	39	69	69
10	10	40	40	70	70
11	11	41	41	71	71
12	12	42	42	72	72
13	13	43	43	73	73
14	14	44	44	74	74
15	15	45	45	75	75
16	16	46	46	76	76
17	17	47	47	77	77
18	18	48	48	78	78
19	19	49	49	79	79
20	20	50	50	80	80
21	21	51	51	81	81
22	22	52	52	82	82
23	23	53	53	83	83
24	24	54	54	84	84
25	25	55	55	85	85
26	26	56	56	86	86
27	27	57	57	87	87
28	28	58	58	88	88
29	29	59	59	89	89
30	30	60	60	90	90

7. ANIMALS, REPTILES AND BIRDS

- 7.1 No animals, reptiles, birds (other than a bird in a cage) or pets shall be kept or harboured in the building without the consent in writing of the Body Corporate.
- 7.2 Any Owner/occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for damages incurred by such animal.
- 7.3 Ritual slaughter: No ritual slaughter or any slaughter whatsoever of any animal is permitted within the complex.
- 7.4 Hoofed animals: No hoofed animals are permitted within the complex at any time.

8. LEVIES

- 8.1 Levies are due in advance on the first of each month and are payable within 5 days, after which interest at a rate determined by the Trustees will be payable thereon.

9. INSURANCE

- 9.1 The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 9.2 An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- 9.3 An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section, any good which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

10. LETTING OF UNITS

- 10.1. All tenants of units and other persons granted rights of occupancy by any Owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. Where there are conflicts, the body corporate rules will take precedence.
- 10.2 The Trustees may impose rules regarding the operation of the short term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer such a scheme. This is to ensure that tenants staying in the complex on short term lets, adhere to the rules and regulations of the complex.
- 10.2.1 No letting periods less than one (1) month shall be permitted, without the prior written consent of the Trustees. The Owner shall be obliged to notify the Trustees of any short term occupancy for security purposes and the Owner shall require the prior written consent of the Trustees before allowing any such person occupancy in the Development.
- 10.3 Within seven (7) days of concluding a lease agreement in respect of a unit, the Owner shall provide the Trustees with the following details:
- 10.3.1 The full names, address and telephone number of the tenant and other occupiers of the unit;
- 10.3.2 The duration of the lease;
- 10.3.3 The number of persons who will be occupying the unit;
- 10.3.4 Confirmation that the tenants and owners are in possession of an access remote to the Development;
- 10.3.5 Confirmation that an up to date copy of the body corporate rules (obtainable from the Managing Agent or trustees) has been included in the lease agreement).

10.4 Without limiting the generality of the foregoing each owner of a section who wishes to rent out his/her apartment shall ensure that:

10.4.1 He/she has his potential tenant screened for any criminal record/activity by a rental agency, or if no rental agency is employed by a suitable service provider, prior to such tenant occupying the apartment.

10.4.2 Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be final and binding on the owner.

11. ERADICATION OF PESTS

11.1 An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the section and replacement of any woodwork or other material forming part of such section that may be damaged by any such pests, shall be borne by the owner of the section concerned.

12. ACTIVITIES ON COMMUNAL AREAS

12.1 No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other Owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

13. SWIMMING POOL

13.1 An Owner/occupier/his visitor/s and/ or children shall at all times adhere to the following:

13.1.1 The consumption of alcohol and/or smoking is not permitted in the pool area;

13.1.2 No glass bottles or containers are allowed in the pool area;

13.1.3 No braaing in the pool area;

13.1.4 No loud music in the pool area;

13.1.5 No swimming is permitted after 21h00;

13.1.6 Children under the age of 12 are to be accompanied by an adult at all times;

- 13.1.7 Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment;
- 13.1.8 Littering is not permitted; all refuse is to be removed from the pool area;
- 13.1.9 Bathing apparel only may be worn in the pool. Allowance is made for the wearing of safety apparel;
- 13.1.10 Games are not permitted in the pool area;
- 13.1.11 No animals are allowed in the pool area.
- 13.1.12 Swimming for residents only;
- 13.1.13 Swimming at own risk.

14. TELEPHONE/INTERCOM

- 14.1 The Developer has installed a mircom system which will be connected to a land line only and in the event of an Owner/occupier requesting that it be connected to his cell phone then and in such event the Owner/occupier shall pay the Body Corporate for such charges as determined by the Trustees.

15. BRAAIS

- 15.1 No open wood fires for braaing purposes of any sort in the section are allowed, save for closed charcoal/smokeless kettle braais (ie. Webers or similar) or Gas Braai's which may not protrude above the balustrade – colour to be either black, charcoal or grey and to be covered when not in use.
- 15.2 Braaing to be restricted to patios or balconies only.
- 15.3 Braais, charcoal and equipment to be stored in an acceptable manner.
- 15.4 Wind conditions should be considered at all times before having a braai.
- 15.5 Ash should be disposed of at all times in a proper manner – no hot ash to be place in any refuse bin.
- 15.6 Always consider your neighbours when having a braai (ie. noise, smoke and ash)

16. GENERAL

- 16.1. The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any Owner or occupier of a section/erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities

nor any act done or caused by any neglect on the part of the Trustees or any of the Trustees employees, servants, agents or contractors.

- 16.2. The electric fence has been installed by the Board of Trustees to enhance the activation of this alarm will be considered as serious offence and will be dealt with as such. The Board of Trustees will not be held liable for any injury and or death sustained to persons coming in contact with the fence.
- 16.3. The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 16.4. No firearms or pellet guns may be discharged on the common property.
- 16.5. An Owner shall not use or permit his home to be used for any purpose which is criminal and or injurious to the reputation of the scheme. Or that would devalue the scheme. Or that inhibits the enjoyment of use for any resident in any section.
- 16.6. All complaints, pertaining to the violation of these rules, or any other cause of concern must be in written form, addressed to the Managing Agents for the attention of the Chairperson.

17. SHOW HOUSES

- 17.1 Should an Owner wish to sell his/her apartment and in the event of a show house being required the following procedure needs to be strictly adhered to:
 - 17.1.1 It will be the Owner/their agent's responsibility to collect prospective purchasers/ viewers at the gates and take them to the apartment and then return them to the gates after the viewing is completed. At no time may the prospective purchasers enter the complex unaccompanied.
 - 17.1.2 Notwithstanding the above, the Trustees may impose additional rules as they deem fit to regulate show houses to ensure that the security and harmony of the residents of the building are not compromised.

18. SIGNAGE

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

The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be affected at the risk and cost of the Owner and such Owner an/or occupier shall have no claim against the Body Corporate or the Trustee as a result of their functions performed in terms of this provision.

19. EXTERIOR FIXTURES

No Owner and/or Occupier of a section may, without the prior written consent of the Trustees and subject to clause 2.2 above.

19.1 Erect any structural, decorative or any alteration or addition to a section externally, which comprises the following:

19.1.1 The installation of any solar heating systems, air conditioning apparatus, skylights, chimneys or chimney flutes;

19.1.2 The installation of a device for the reception or transmission of radio, television and/or any other signals;

19.1.3 Any visible change to the exterior appearance, quality or colour of the building or of any device whatsoever attached thereto

19.1.4 Any alteration to the section externally or any construction or placing of structures or improvements, including but not limited to the closing in of aperture or enclosure of balconies;

19.2 Prior to the commencement of the work referred to in sub rule (1) an Owner and/or Occupier shall:

19.2.1 Obtain the permission of the local or state authority (if so required);

19.2.2 Satisfy the provisions of the applicable Management Rule;

19.2.3 Apply to the Trustees in writing for their consent to do the work and such application shall, if necessary, be accompanied by:

19.2.3.1 Sufficient plans and specifications in order to enable the Trustees to consider the design, manner of installation, the effects and suitability of such alteration, addition or decoration and in particular no air conditioning unit shall be permitted unless the specifications comply with the original building and architect's specification;

19.2.3.2 Proof of approval of the local or state authority, if applicable;

19.2.3.3 Make a requisite building deposit, decided upon by the Trustees and dependant upon the extent of the proposed alteration. Such building deposit shall be made to the managing agent or Trustees for placing in an interest bearing account, such interest being for the Owner's account. The deposit will be held as a guarantee to cover any possible damage to the common property when carrying out the work;

19.2.3.4 Obtain the written consent of the Trustees and adhere to their further conditions and/or directives;

19.2.3.5 The Trustees may impose conditions to ensure that all additions comply with the standards set out for such additions.

19.3 For security purposes, inform the Trustees of the contact details of the contractor and the date and times that the work will be done.

19.4 All work referred to in sub-rule (1) shall:

19.4.1 Conform to the specifications as to appearance, quality, colour and manner of installation as specified by the Trustees;

19.4.2 Be aesthetically acceptable in accordance with the directive of the Trustees and any further conditions which may be imposed;

19.4.3 Be executed by suitably competent persons and/or contractors;

19.4.4 Be executed in such a manner neither to cause damage of any nature to the common property or to the property of any Owner and/or Occupier, nor cause any injury to any persons;

19.4.5 Specific rules regarding the regulation of workers on site may be imposed by the Trustees.

20. STOREROOM AND GARAGE OWNERSHIP

Ownership is limited to parties who are, or are to be, the registered owner of at least one sectional title unit in the development known as Ascot Grove. In the event of the owner of a sectional title unit, owning a storeroom or a garage, and wishing to dispose of such sectional title unit, then the owner is obliged to dispose of the storeroom or garage either simultaneously with the said unit, or to dispose thereof simultaneously to another owner within the development.

**SIGNED AT CLAREMONT ON 16 FEBRUARY 2006.
CONVEYANCER, NEWMAN, M.C.**