

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

SECTIONAL TITLE SCHEME KNOWN AS : ASCOT VILLAGE
SCHEME NO. SS 648/2005

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 VILLAGE situated at

ERF 32273 MILNERTON
IN THE CITY OF CAPE TOWN
CAPE DIVISION, WESTERN CAPE PROVINCE;

IN EXTENT 9318 (NINE THOUSAND THREE HUNDRED AND EIGHTEEN) SQUARE METRES

AS WILL APPEAR from Diagram S.G. No. 6119/2004 and HELD BY Certificate of Registered Title No. T.43270/2005

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 Hart & Samuel Architects 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".

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

ASCOT VILLAGE : ROYAL ASCOT MILNERTON

1. USE OF SECTION AND COMMON PROPERTY

- 1.1.1 Save as set out in 1.1.2 hereunder, no owner or occupier may, without the prior consent of the Trustees:
 - 1.1.1.1 use the section for any purpose other than for which it was intended. No section may be utilised as a business premises.
 - 1.1.1.2 allow more than four people in a two bedroomed unit (excepting in special circumstances for a short duration with authorisation by trustees in writing);
 - 1.1.1.3 Hold or permit to be held any sale of goods or a fete on the section or on the common property;
 - 1.1.1.4 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;
 - 1.1.1.5 erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
 - 1.1.1.6 remove any shrub, tree or plant on or in the common property;
 - 1.1.1.7 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.

- 1.2.1 All curtains are to be lined with a white or cream fabric. All blinds are to have a white, cream, charcoal or wooden backing;
- 1.2.2 Broken windows, whatever the cause, are to be replaced within 3 days
- 1.3 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- 1.4 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

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.

To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:

- 2.1.1 install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
- 2.1.2 install a canopy on a section.
- 2.1.3 install a screen or other device to prevent the entry of animals, insects.
- 2.1.4 install any outside TV aerial, satellite dish, etc.
- 2.1.5 make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally.

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.
- 3.2 Owners and occupiers shall be responsible for the behaviour of their children and guests 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. No ball games permitted on the common property.

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 refuse bins provided in the refuse room at times which may be specified by the Trustees.

5. VEHICLES

5.1 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 written consent of the Trustees. The Trustees may cause to be removed 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 without the Trustees 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 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

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 a section.

5.4 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hosepipes for washing down vehicles are not permitted

5.5 Hooters shall be sounded only in cases of emergency or imminent danger.

5.6 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.

5.7 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees.

- 5.8 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.
- 5.9 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.

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. A number of visitors bays may be made available for rental at a market related price to be determined by the trustees.

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.

- 6.2 Any vehicles illegally parked will be clamped and unclamped once the offender has paid a fine as determined by the trustees to the Body Corporate.

7. ANIMALS, REPTILES AND BIRDS

- 7.1 No owner, lessee or occupier of a section shall keep any animals, reptiles, bird pet in a section or on the common property. Subject to sub-rule (6) hereunder, the trustees shall not have the authority to consider or grant any applications whatsoever as of date of filing of this rule with the registrar.
- 7.2 Notwithstanding sub-rule (1), all owners and occupiers of sections who obtained the written consent of the trustees before date upon which this Conduct Rule came into operation, shall be allowed to keep the specific animal, reptile or bird (pet) in respect of which the consent was given, subject to any reasonable conditions that may be imposed from time to time by the trustees. The permission to keep the pet shall expire upon its death and the owner, lessee or occupier concerned shall not be allowed to replace such pet.
- 7.3 Any approval previously granted in terms of sub-rule (2) shall be subject to the following:

- (a) A dog must be kept on a leash, whilst on the common property and all excrement must be removed from the common property'.
- (b) Owners, lessees and occupiers of sections shall ensure that their pets do not cause a nuisance to other occupiers of sections.
- (c) Any conditions imposed or rules applicable at the time when such consent was granted.
- (d) Any further reasonable conditions imposed by the trustees from time to time.

7.4 If a pet causes a nuisance to owners, lessees or occupiers, or if any of these rules or conditions imposed by the trustees are contravened, the trustees may withdraw their approval upon which the owner, lessee or occupier shall remove this or her pet from the section and the common property.

7.5 In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to such application, including such costs as are referred to in Management Rule 31(5).

7.6 Notwithstanding the provisions of this Rule the trustees may allow an owner or occupier who is visually impaired to keep a guide dog subject to such conditions as the trustees may from time to time impose.

7.7 Ritual slaughter: No ritual slaughter or any slaughter whatsoever of any animal is permitted within the complex.

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 goods 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 6 (six) months 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, 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 Braaing to be restricted to patios or balconies only.
- 15.2 Braaing with charcoal, gas or kettle braais are allowed
- 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 An Owner shall not use or permit his home to be used for any purpose which is illegal and/ or injurious to the reputation of the scheme.
- 16.4 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 directives 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. 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 Village. 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.

20. IMPOSING OF FINES

20.1 If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may in the discretion of the trustees be delivered by hand, registered post or by email. Provided that where the notice is sent by e-mail the notice shall be deemed to be delivered upon the date upon which the owner and/or occupier acknowledges receipt thereof. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner of the section.

20.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.

- 20.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 14 (fourteen) days before the meeting is held. At the meeting the owner and/or occupier must be given the opportunity to:-
- (a) Present his or her own case;
 - (b) Present any evidence, including calling of witnesses, to substantiate his or her case;
 - (c) Cross-examine any witness called on behalf of the body corporate;
 - (d) View any relevant documents.
- 20.4 After the owner or occupier has been given the opportunity to present his case, the trustees may by way of an ordinary majority vote, impose an *initial fine* for the first offence and a *subsequent fine* for every similar offence thereafter.
- 20.5 Should the owner or occupier not attend the meeting without providing a reasonable request for postponement, the trustees, in their sole discretion, may continue with the meeting and impose a fine in the owner and/or occupier's absence.
- 20.6 Any fine imposed in terms of sub-rule (4), may if it is not paid within 14 (fourteen) days after the offender and owner (if the offender is **not** an owner) has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of s37(1) of the Act and claimed by the trustees as part of the monthly instalments payable by the owner.
- 20.7 The body corporate may determine the amounts of the *initial* and *subsequent* fines at the same meeting that this rule is adopted. Notwithstanding the aforementioned the body corporate may, at any general meeting, from time to time, determine the amount of the *initial* and *subsequent* fines.
- 20.8 The imposition of a fine on any owner does not affect the right of the body corporate to obtain an appropriate court order or arbitration award and the trustees may elect, on behalf of the body corporate, to impose any one of more options.