

# **CERTIFICATE**

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

## **SECTIONAL TITLE SCHEME KNOWN AS: ASCOT MEWS SCHEME NO. SS 158/2006**

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 MEWS situated at

**ERF 32275 MILNERTON**  
IN THE CITY OF CAPE TOWN  
CAPE DIVISION, WESTERN CAPE PROVINCE;

**IN EXTENT 7730** (SEVEN THOUSAND SEVEN HUNDRED AND THIRTY) SQUARE METRES

**AS WILL APPEAR** from Diagram S.G. No. 6119/2004 and HELD BY Certificate of Registered Title No. T.43271/2005

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 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 the 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 MEWS: 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 residential purposes;

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.

1.3 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.

## **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 of 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 Unit or his visitors 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 or Tenant with a written notice, which may in the discretion of the Trustees, be delivered by hand or by registered post. 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 of R250.00 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 manner a normal monthly levy.
- 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.

#### **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 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 4.1.1.

## **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 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 a section.
- 5.4 Only vehicles owned by owners or occupiers may be washed on the common property. The use of hosepipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.

## **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.

- 6.2 Any vehicles illegally parked will be clamped and unclamped once the offender has paid a fine of R200 to the Body Corporate

## **7. ANIMALS, REPTILES AND BIRDS**

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.

Consent for an Owner or Occupier of a Unit may be revoked by the Body Corporate if it becomes apparent by the Trustees of the Body Corporate, that the keeping of such pet is undesirable.

## **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.
- 10.1.1 The Trustees may impose rules regarding the operation of any 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.
- 10.1.2. The Trustees may impose any rule/s deemed necessary by them to ensure the maintenance of peace and security in the Complex.
- 10.2 No letting shorter than 1 [one] month shall be allowed whatsoever, 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 prior to allowing any such person access into the Development.

10.3 Within 7 [seven] days of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees of:

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 occupy the Unit.

10.3.4 Confirmation that the Tenants and/or Owners are in possession of an access disc 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) have been included in the lease agreement

## **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. 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 Mews. 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.

## **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 No alcohol is to be consumed 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 intercom system, which will be connected to a landline. In the event of an Owner/occupier requesting that it be connected to their cellphone the Owner/occupier shall pay the Body Corporate for such charges as determined by the Trustees.

#### **15. GENERAL**

- 15.1. The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description. All person wishing to enter the complex and/ or make use of the facilities, do so at their own risk.

Whilst every effort is made to secure and monitor the complex, the Ascot Mews Body Corporate, the owners, their agents, employees and appointees shall not be liable for any injury, loss or damage to any person or property whatsoever.

All persons entering the complex must abide by the code and conduct rules. No hooting at the gates, as a R 250 fine will be issued to the unit being visited or occupied.

Owners or tenants are accountable for their guest's actions and are therefore liable for any fines incurred.

- 15.2. The electric fence has been installed by the Board of Trustees to enhance the security in the complex. It is linked to an armed response unit and any intentional activation of this alarm will be considered a serious offence and will be dealt with as such. The Board of Trustees will not be held liable for any injury resulting from persons coming into contact with the fence.



- 15.3. The Trustees or their agents and representatives 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.
- 15.4. No firearms or pellet guns may be discharged on the common property.
- 15.5. An Owner shall not use or permit their unit for any purpose, which is deemed by the trustees to bring the complex into disrepute, or impact negatively on the rights/ privileges of the other owners and tenants.
- 15.6. All complaints, allegations as to violation of these rules, or any other cause of concern must be in addressed to the Managing Agents in writing (e-mail is preferred).

**16. SHOW HOUSES**

- 16.1 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 adhered to:
  - 16.1.1 It will be the Owner/agent's responsibility to collect prospective purchasers/ viewers at the gates and take them to the unit and then return them to the gates after the viewing is completed. At no time may the prospective purchasers enter the complex unaccompanied.
  - 16.1.2 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 complex are not compromised.

**SIGNED AT CLAREMONT ON 6 FEBRUARY 2006.**

**CONVEYANCER, NEWMAN, M.C.**