

# CERTIFICATE

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

## SECTIONAL TITLE SCHEME KNOWN AS : THE JUNCTION SCHEME NO. SS

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

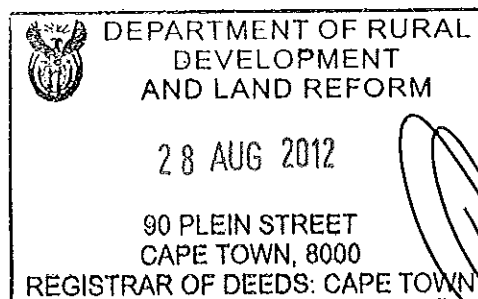
1. The **Management and Conduct Rules** prescribed in terms of Section 35(2) of the Sectional Titles Act No. 95 of 1986 are applicable to the Scheme known as **THE JUNCTION** situate at :

ERF 169523 CAPE TOWN AT ATHLONE  
IN THE CITY OF CAPE TOWN  
CAPE DIVISION PROVINCE OF THE WESTERN CAPE

IN EXTENT : 3252 square metres

HELD BY : DEED OF TRANSFER NO. T.70951/2005

The Conduct Rules as prescribed in Section 35(2)b of Act 95 of 1986 are hereby amplified by the Developer as follows:



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

### **THE JUNCTION, ERF 169523 CAPE TOWN AT ATHLONE**

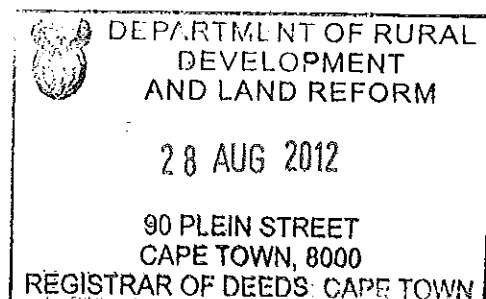
#### **INTRODUCTION TO CONDUCT RULES**

The Conduct Rules which are set out below are binding on all owners and all persons occupying any section who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with them.

Happy and satisfying community living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property, will greatly assist in achieving a happy community.

In the event of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties only then should they be brought to the notice of the trustees in writing. The trustees may require that a complaint is submitted to them in the form of an affidavit before they consider it.

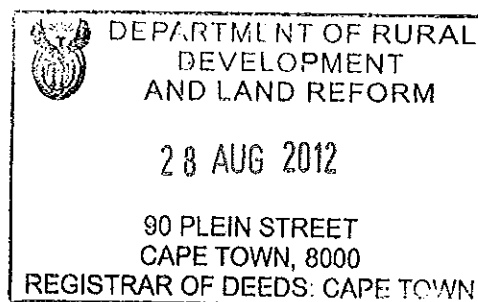
In the event of any conflict between the Conduct Rules and the Management Rules, the Management Rules shall prevail.



## **CONDUCT RULES**

### **MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS**

1. Owners of occupiers of sections shall observe and shall ensure that their visitors and guests:-
  - 1.1 observe any road signs on the common property;
  - 1.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety; and
  - 1.3 Do not allow any unlicensed person to drive any vehicle within the common property.
2. Hooters shall not be sounded within the common property other than in emergencies.
3. Vehicles may be parked only on such areas as the common property as are specifically indicated or approved by the body corporate for that purpose and in such a way that the flow of traffic and access to an egress from parking bays are not obstructed. One vehicle may not occupy two parking bays.
4. Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees, and with their prior written consent.
5. No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior consent of the trustees.
6. No person may wash, dismantle or effect major repairs to any vehicle on any portion of the common property.
7. Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the common property in contravention of these rules.
8. An owner of occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.



9. Parking of vehicles upon the common property is subject to the express condition that every vehicle is 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 whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

### **LAUNDRY**

10. An owner or occupier of a section shall not, without the prior written consent of the trustees, erect his own washing lines, nor place or hang any washing or laundry or any other items on any part of the buildings or the common property where it is visible from outside the buildings or from any other section.
11. Any washing hung out to dry is at the sole risk of the owner thereof.
12. Washing areas, if any, shall be kept locked, if possible, at all times.

### **REFUSE DISPOSAL**

13. An owner or occupier of a section shall
- 13.1.1 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;
- 13.1.2 ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained;
- 13.1.3 for the purpose of having the refuse collected, place such receptacle within the refuse area and at the time designated by the trustees in writing;

### **NOISE**

14. An owner or occupier of a section shall ensure that he and his visitors or guests do not make or create undue noise.

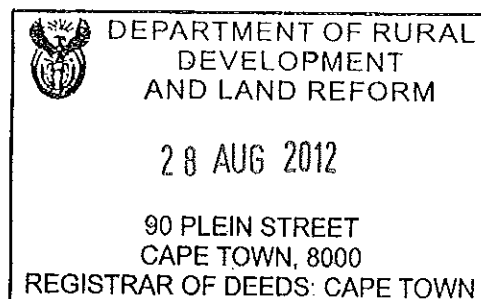


## **GARDENING**

15. An owner or occupier of a section shall maintain his exclusive area for garden purposes in a neat and tidy condition.
16. No plant or flower may be picked from nor any damage caused to the garden areas on the common property which are not part of any exclusive use area for garden purposes and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the trustees.
17. Garden tools and other equipment shall not be kept in any place where they will be in view from other sections or any portion of the common property.

## **PETS**

18. Permission to house pets within or on the common property may be obtained from the trustees only upon written request. The trustees are empowered to consider such request on its own merits and with due regard to any Municipal bye-laws and the interest of other owners. Permission to house a pet may only be given by the trustees in writing and in so doing they can prescribe any reasonable condition. Any permission given by the trustees to house pets may be revoked at any stage by the trustees in their sole discretion.
19. Pets must not cause a disturbance at any time and owners or occupiers shall be responsible for the removal of their animal's excrements within the common property or the individual sections.
20. Dogs shall be leashed or properly controlled when on the common property.
21. Bitches on heat are not allowed anywhere on the common property at any time.
22. Cats which have not been spayed or neutered may not be kept on the property.
23. No more than one pet per unit is generally permitted.
24. Vicious animals of any nature may not be kept in any section or on the common property.
25. Aviaries are not permitted without the prior written consent of the trustees.



26. An owner or occupier shall ensure that his animals, when making use of the common property, wear collars bearing tags showing the addresses and telephone numbers of their owner.
27. Any pet found unaccompanied or unidentified on the common property or otherwise in contravention of these rules may be removed by the trustees. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the owner or occupier of the section where the pet was accommodated or by the owner of the pet concerned. The body corporate and the trustees shall not be liable for any injury to any pet thus removed or for any other loss so incurred by the owner or occupier or any other person.

### **SERVANTS**

28. An owner or occupier of a section shall:-
- 28.1 be responsible for the activities and conduct of his servants and shall ensure that his servants understand and that they do not breach any rules, national legislation or local authority by-law which may affect the scheme;
  - 28.2 ensure that his servants and their visitors or guests do not loiter on the common property; and
  - 28.3 ensure that his servants and their visitors or guests do not cause undue noise within their sections or on the common property or elsewhere.
29. Any owner or occupier of a section whose servant consistently fails to abide by the Conduct Rules may be required to remove such servant from the property if so instructed by the trustees.
30. No owner or occupier of a section may request personal duties to be performed by any member of staff employed by the body corporate.

### **EXTERIOR OF BUILDINGS**

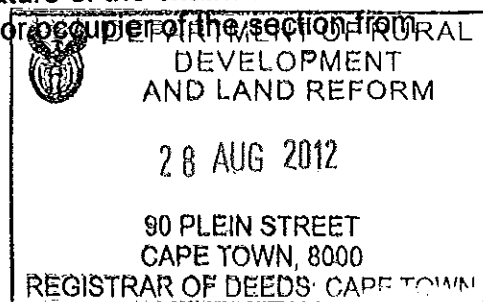
31. Subject to rule 50, alteration, additions or decorations to the exterior of the sections or to exclusive use areas or to any other portion of the common property may not be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent.
32. No radio / television aerials may be attached to the exterior of the buildings without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent.



33. Requests for consent in terms of Rules 39 or 40 shall be made in writing to the trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration or installation of the radio / television aerial, as the case may be.
34. An owner or occupier of a section shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
35. If an occupier of a section fails to comply with the provisions of Rule 42 and such failure persists for a period of 30 days after written notice to repair or maintain given by the trustees or the managing agents, the body corporate shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such owner or occupier.
36. Notwithstanding any approval granted by the trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner or occupiers of the section concerned to obtain any such necessary permit or approval.
37. Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in performing any work on the common property or common services the owner or occupier concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.
- 38. FITTINGS REQUIRING TRUSTEES APPROVAL**
- 38.1 Installation of air conditioners, exterior blinds, canopies, retractable awnings, flower boxes/ troughs fitted to walls.
- 38.2 Fitting security gates, burglar bars (external or internal) or any other safety or security devices, Installation of fences, trellises, balustrades, panels, screening or similar structures.

#### **INTERIOR OF SECTIONS**

39. Any structural alterations, which serve more than one section and / or the common property including any alterations to plumbing and electrical installations to the interior or units may not be carried out without the prior written consent of the trustees under signature of the chairman after approval has been obtained by the owner or occupier of the section from



the municipal authorities. Structural alteration must be accompanied by a Qualified Structural Engineers Certificate.

40. The provisions of Section 37 (1) (b) of the sectional titles act shall apply mutatis mutandis to any addition, alteration, improvement or structure made to Section or Sole Use Area and to a Sole Use area itself.

The owner of the section or the person entitled to the relevant Sole Use Area to which addition, alteration, improvement or structure is made shall be responsible for the maintenance and repair thereof.

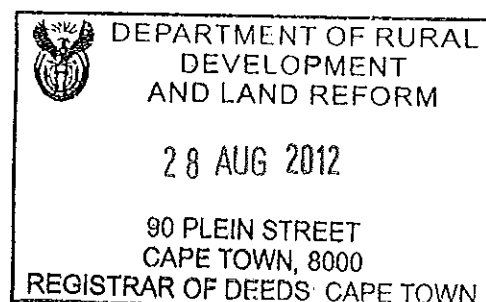
41. Any interior alterations should be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring sections. An owner or occupier of a section shall not however, be entitled to interfere with electrical installations and plug points.
42. Interior repairs and maintenance of a section of whatever nature are the responsibility of the owner or occupier of that section and neither the superintendent, if any, nor the managing agents, nor any employee of the body corporate are liable or may be requested to attend to such matters.

### **APPEARANCE FROM OUTSIDE**

43. The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

### **SIGNS AND NOTICES**

44. No owner or occupier of a section, used for residential purposes, shall place any sign, notice, 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 prior written consent of the trustees first having been obtained. The trustees will have the authority to remove any sign, T.V. dish, aerial or fixture of any nature, illegally placed on the common property at their discretion.





## **LITTERING**

45. An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

46. An owner or occupier of a section shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

## **LETTING OF UNITS**

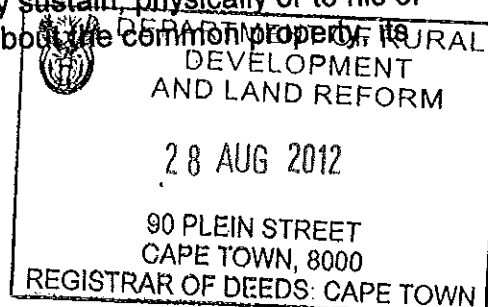
47. The owner of a section shall be obliged to ensure that any tenant of his section or other person granted rights of occupancy by him is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
48. An owner of a section shall be obliged to notify the trustees in writing within 14 days of the date of conclusion of a lease of his unit of the full names of his tenant and of the period of the lease.

## **ERADICATION OF PESTS**

49. An owner or occupier of a section shall keep his section free of white ants, borer and other wood destroying insects, cockroaches and other vermin and to this end shall permit the trustees, managing agents, and their duly authorised agents or employees, to enter 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 vermin. The costs of the inspection, eradication of any such vermin as may be found within the section, and replacement of any woodwork or other material forming part of such section which may have been damaged by any such vermin shall be borne by the owner or occupier of the section concerned.

## **GENERAL**

50. The body corporate 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 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 its



amenities or in the individual sections or for any act done or for any neglect on the part of the body corporate of any of the body corporate's employees, servants, agents or contractors.

51. The body corporate or its agents' 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.
52. No business or trade may be conducted on the common property or in the sections.
53. No auctions or jumble sales may be held on the common property or in the sections.
54. No firearms or pellet guns may be discharged on the common property.
55. No stones or solid objects may be thrown or propelled on the common property.

### **INSURANCE**

56. **SECTIONS (ALL BUILDINGS AND OTHER IMPROVEMENTS)**

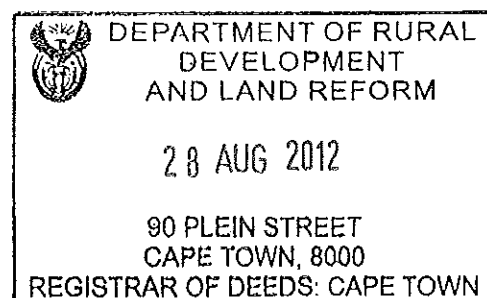
All buildings, walls and other improvements are covered under a Master Insurance Policy arranged by the Body Corporate. The premium is met out of the levy payable by owners.

57. **CLAIMS**

All claims relating to sections are to be reported to the managing agent who will forward all relevant claim forms for completion and submission to the Insurers.

58. **EXCESS**

Should the body Corporate be liable for an insurance excess relating to damages that have arisen inside a section or on or in any related sole use area, the owner in question will be responsible for payment of such excess. Similarly, if the excess arises from damage to common property caused by an owner, tenant or guest, the owner concerned will be responsible for the excess.



## **PARKING**

59. Parking is to be confined to the specific parking area allocated to each owner/occupier.
60. 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.
61. The parts of the common property depicted as parking bays on the site plan attached hereto marked "Annexure A – Site Plan" are reserved for the exclusive use of the owners of the Sections as noted on the schedule also attached marked "Annexure B – Parking Bay Allocation".

**CONVEYANCER, SHEARD MWDV**

