



File in main file.

SC3

SBC-000007914/2002

# CERTIFICATE

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

SECTIONAL TITLE SCHEME KNOWN AS : ST MARTINI GARDENS  
SCHEME NO. SS

249-02  
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MARTIN WILLIAM DE VILLIERS SHEARD

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

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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 ST MARTINI <sup>GARDENS</sup> situate at :

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1. REMAINDER ERF 9280 CAPE TOWN in the City of Cape Town, Cape Division in the Province of the Western Cape

IN EXTENT : Three Thousand Nine Hundred and Twenty Seven (3927) square metres

HELD BY Deed of Transfer No. T.26708/2002

2. ERF 9282 CAPE TOWN in the City of Cape Town, Cape Division in the Province of the Western Cape

IN EXTENT : One Thousand Six Hundred and Eighty Five (1685) square metres

s/bl

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HELD BY Deed of Transfer No. T.26708/2002

A. The Management Rules as prescribed in Section 35(2)b of Act 95 of 1986 are hereby amplified by the Developer by the addition of the following rule:

72. LETTING

An owner may let or part with occupation of his/her unit provided:

(a) that no such letting and/or parting with occupation shall in any way release the owner from any of his/her obligations to the Body Corporate in terms of these Rules and any other Rules made in terms of the Act;

- (b) that as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given as the case may be, an undertaking in favour of the Body Corporate that such lessee or person shall duly observe all relevant provisions in the Act, these Rules and any other Rules made in terms of the Act, such undertaking shall be in such terms as the trustees shall from time to time require and it shall be lodged in writing with the trustees prior to such lessee or person being given occupation of the unit.

B. An Additional Rule 73 be inserted, as set out below:

73. BREACH

(a) In addition to and without prejudice to the rights created in accordance with the provisions of the Management Rules, in the event -

1. of the owner committing any breach of any of the Rules made in terms of the Act, and failing to remedy such breach within 7 (seven) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or
2. of the owner committing or suffering the commission of any repetition of any breach of any Rules made in terms of the Act; which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of;

The Body Corporate or the trustees or the managing agent/s if so authorised by the trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it or them, either to enforce the relevant provision of any Rules made in terms of the Act, or of the Act itself, alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of with whatever means as may be available to the Body Corporate or the trustees or the managing agent/s as the case may be, all without prejudice to any other rights that may lie against, the defaulting owner for the recovery of any damages or loss which the Body Corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy same.

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(b) In the event of the Body Corporate instituting any legal action or proceedings against the owner as a result of any breach of any Rules made in terms of the Act, the owner shall be liable to pay, in addition to party to party costs, all attorney and client fees and disbursements, including collection commission, as determined by the Law Society from time to time".

C. An Additional Rule 74 be inserted, as set out below:

**74. PENALTY FOR LATE PAYMENT OF CONTRIBUTIONS**

Owners shall be liable for interest on arrear contributions, outstanding from time to time, at the prime commercial overdraft lending rate charged by First National Bank of South Africa Limited to its best credit customers on an unsecured basis from time to time. In the case of a dispute as to the rate so payable, the rate shall be certified by any Manager or Assistant Manager of the said bank, whose decision shall be final and binding on the parties. The above interest shall be calculated from the date on which contributions are due and payable.

D. An Additional Rule 76 be inserted, as set out below:

**76. GARAGES, PARKING BAYS AND OTHER EXCLUSIVE USE AREAS**

Garages, Parking Bays and other exclusive use areas may only be owned by owners of sections. Moreover, Garages, Parking Bays and other exclusive use areas may only be used by or let to owners or lawful occupiers of sections.

E. An Additional Rule 77 be inserted, as set out below:

**77. MAXIMUM NUMBER OF OCCUPANTS PER SECTION**

No owner shall permit his or her Section to be occupied by more than the herein prescribed number of persons:

1 bedroom flat	2 persons only
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2 bedroom flat	4 persons only
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**78. MAINTENANCE OF LIFT**

78.1 The lift and lift area immediately adjacent thereto the exact extent of which is still to be defined, which services section Number 83

exclusively shall be maintained and repaired if necessary by the occupier of Section 83.

78.2 From such time as Section 83 is no longer occupied until such time as the right to extend Section 83 is exercised by the Developer and prior to registration of transfer of the sections of which the right to extend comprises, the maintenance and repair of the said lift and lift area shall be solely for the account of the Developer.

78.3 As and when registration of transfer of the sections referred to in 78.2 is effected the maintenance and repair of the said lift area shall be assumed by the Body Corporate.

78.4 Notwithstanding the above if and when the said lift is used to service the other sections in the block then the maintenance and repair thereof shall be for the account of the Body Corporate pro rata to the usage thereof by other sections.

#### CONDUCT RULES

1. Rule 1 is to be deleted and replaced by the following Rule:

1. ANIMALS, REPTILES AND BIRDS

An owner or occupier of a section shall not be entitled to keep animal(s), reptile(s) and/or bird(s) in a section nor on the common property.

8. An Additional Rule 13 be inserted, as set out below:

13. AIR CONDITIONING UNITS AND TELEVISION AERIALS

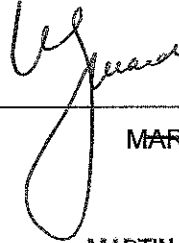
No owner or occupier shall place or allow to be placed in a section or any part thereof (or any part of the common property which he/she is entitled to occupy) any air conditioning equipment, or apparatus, or television aerial/s or equipment which requires attachment to the exterior of the building.

14. DISTURBANCE TO OTHER SECTION OWNERS OR OCCUPIERS

The owners or occupiers of a section shall not do or allow to be done any action/s which cause a disturbance or inconvenience to other owners or occupiers of sections.

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SIGNED AT CAPE TOWN on this 25 day of JUNE 2002



MARTINE COLLETTE NEWMAN  
CONVEYANCER

MARTIN WILLIAM DE VILLIERS SHEARD

