

BLUE MOUNTAIN VILLAGE
HOME OWNERS' ASSOCIATION (RF) NPC

Registration No: 2006/027010/08

RULES AND REGULATIONS

INTRODUCTION

1. The objective of BLUE MOUNTAIN VILLAGE development is to provide a safe, peaceful and quality lifestyle for its Residents.
2. A happy and harmonious community living is achieved when Residents use and enjoy their private property, as well as the public areas in BLUE MOUNTAIN VILLAGE, in such a way as to enable other Residents to also use their facilities in a similar manner.
3. It is a condition of the Memorandum of Incorporation (MOI) and the Title Deeds, that residential property owners automatically become Members of the Blue Mountain Village Home Owners' Association (BMVHOA), for so long as they are the registered owners of their property.
4. The Rules and Regulations are established in accordance with Articles 5 and 12 of the MOI. These Rules and Regulations are binding on all Members, their families, guests, tenants, employees, employees' guests and any other person present in BLUE MOUNTAIN VILLAGE.
5. The objective of the Rules and Regulations is to protect the lifestyle of the Residents, who have chosen to live in this area, by ensuring that all Members or residents are aware of the conditions established, to ensure a harmonious, safe and quality environment.
6. In the event of a dispute between Members or Residents, the parties involved should use their best endeavours to settle the matter between them. Where the dispute cannot be resolved, it should be referred to the Home Owners' Association (HOA) for a final decision.
7. Penalties and fines may be imposed to ensure that BLUE MOUNTAIN VILLAGE remains a residential estate of choice through adherence to the MOI, the Rules and Regulations and the Architectural Guidelines.

CONDUCT RULES

1. Use of the streets

- 1.1. The speed limit in the Village is strictly 40km per hour, except where lower limits are signposted. The provisions of the National Road Traffic Act and Regulations as amended shall apply.
- 1.2. Whilst children should be discouraged from playing in the streets and should rather play in the park areas, it is not forbidden for children to play in the streets or on the pavements, subject to the following provisions:
 - 1.2.1. No activity shall be permissible, which causes a nuisance to the Residents.
 - 1.2.2. Skateboards, rollerskates and similar devices may not be used in the streets.
 - 1.2.3. Residents are responsible for the control of their children, their visitors or occupants for any damage caused by them.
 - 1.2.4. Unlicensed and underage persons are not allowed to operate any form of motor vehicle, including quad bikes, motorized scooters and other electrical toys.
- 1.3. The BMVHOA, the Directors, their agents, or servants, shall not be liable for any death, injury, loss of, or damage to property suffered by any person regardless of the nature thereof or the manner in which such death, injury, loss or damage occurred.
- 1.4. The following rules shall apply to the parking of vehicles within the Village:
 - 1.4.1. Vehicles shall not be parked in the street or on any portion of the street or in front of garages for any protracted period of time.
 - 1.4.2. Road verges shall only be used for occasional overflow parking of cars of bona fide visitors. No permanent parking by residents will be allowed on the road verges or in the visitors' parking areas.
- 1.5. The use of vehicles, including motor cycles, which create excessive noise, is prohibited in the Village.
- 1.6. No articulated vehicles or loads exceeding 20 Tons are allowed.
- 1.7. Despite the roads in the Estate being private roads, all the provisions of the Road Traffic Act no. 96 Of 1993 and Regulations made thereunder, shall apply mutatis mutandis, as if incorporated herein.

2. Good neighbourliness

- 2.1. No hobby or any other activity, which could cause aggravation or nuisance to the residents, may be conducted from or within the property in the Village.
- 2.2.1 Members and Residents may not, as a general rule, conduct business activities in the Blue Mountain Village unless prior written consent has been obtained from the HOA. For this purpose, business is defined as any commercial activity or economic system where goods and services are exchanged for one another or for money and that attracts customers or clientele from outside the estate during the normal course of conducting such business.
- 2.2.2 Applications to conduct business.
Any owner wishing to conduct business shall apply in writing to the HOA for permission. The owner shall be responsible for:
 - i. obtaining written consent from all neighbours who may be impacted by the business activity;

- ii. shall provide documentary proof that zoning and other municipal bylaws have or will be complied with.

The HOA will take the following factors into consideration:

- Nature of the business, i.e. strictly professional
- Security assessment
- Safety – products kept on site
- Availability of parking (also see bylaw requirements for parking)
- Traffic impact
- Noise violation/levels
- Hours of trading
- Advertising
- Any other factor that may negatively affect the estate life style

- 2.3. The volume of sound in and arising from a dwelling, from whatever source including radios, television sets, human voices, instruments, tools or telephones, shall be on such a level so as not to be an inconvenience to adjoining properties.
- 2.4. Mechanical maintenance, including the use of power saws, lawn mowers or similar tools is only permitted between the following hours, Monday to Saturday:
 - 2.4.1. May to August 08h00 to 17h00
 - 2.4.2. September to April 08h00 to 18h00
- 2.5. Washing may only be hung on lines screened from the streets. Under no circumstances may any washing be hung out on balconies, over balcony railings or boundary fences.
- 2.6. Household refuse must be kept in a hygienic and dry condition in black plastic bags inside a wheelie bin and shall be deposited on the pavement before 08h00 on the stipulated collection days. Garden waste disposal is the responsibility of the Resident and must be removed on a regular basis.
- 2.7. Planting of trees and large shrubs must take neighbours into consideration and are to be kept trimmed. Any flora encroaching over the boundary line of a property is deemed to be owned by that property and residents are permitted to cut back any such flora, to the point of the boundary line.
- 2.8. No advertisements may be exhibited by Members or Residents.
- 2.9. Residents must ensure that all drains on their property are kept in a sanitary condition and that no foreign objects are flushed down the toilets.
- 2.10. The use of guns and fireworks are forbidden in BLUE MOUNTAIN VILLAGE.
- 2.11. No electricity generating machinery may be used without the written consent of the BMVHOA. Any generators installed must be of the silent type.
- 2.12. Rotating mirror devices for controlling birdlife are not allowed in BLUE MOUNTAIN VILLAGE.
- 2.13. Members are required to ensure that the painted exterior of their homes, roofs, walls, fences and driveways are maintained to a high standard to the satisfaction of the BMVHOA.

3. Ensuring a Pleasing Streetscape

- 3.1. Members shall maintain the area within his property boundary. The garden service contractor, appointed by the BMVHOA, will be responsible for the maintenance of all the common areas, including parks and the grass on the road verges.
- 3.2. Walls, gates, fences and buildings forming part of the streetscape and park areas, shall be maintained and painted by the owners where and when necessary.
- 3.3. Caravans, trailers and boats shall be sited out of view and screened from neighbouring properties. The storage of unroadworthy vehicles, building materials, wendy houses, trailers and other unsightly objects are not permitted in driveways or gardens.
- 3.4. Building material shall not be dumped on the streets or Village pavements under any circumstances. In the event of a breach of this rule the BMVHOA shall cause such material to be removed at the cost of the Owner of the property.
- 3.5. No trees or shrubs on sidewalks or park areas may be removed without the written permission of the BMVHOA.
- 3.6. Residents shall not hang any flag, bedding or washing or any other items visible from the road of public areas or over any boundary fence.
- 3.7. Garage doors shall be kept closed in so far as is necessary to provide egress and ingress.

4. Environmental Management

- 4.1. Residents, at their own cost, should immediately remove all building rubble and garden refuse.
- 4.2. Residents may not dump any refuse or rubble in public areas.
- 4.3. Littering in the streets and open spaces is prohibited.
- 4.4. Picnicking is permitted in the park areas subject to the following:
 - 4.4.1. A resident shall be present.
 - 4.4.2. Any litter shall be cleaned up by the persons involved.
- 4.5. Fishing, on a catch and release basis, is permitted at the dam.
- 4.6. Flora may not be damaged or removed from any park area or open space.
- 4.7. Residents shall ensure that declared noxious flora is not planted or growing in their gardens.
- 4.8. Swimming pool water must be channelled into the storm water drainage system. Under no circumstances may swimming pool water be channelled into neighbouring properties or municipal sewers.
- 4.9. All Members shall keep their properties free of termites, borer, mice, rats and other vermin and harmful insects.
- 4.10. Residents may not drive any vehicles, including motorcycles into the greenbelt area.

5. Security

- 5.1. Residents are encouraged and recommended to install a home security system that is compatible with the electronics of the Security System of the Village.
- 5.2. Residents occupying houses on the perimeter of the Village shall be responsible for ensuring that trees, plants and shrubs are trimmed in such a manner that foliage does not interfere with the electric fencing.
- 5.3. Access must be provided at all times for security and maintenance personnel to inspect and repair the perimeter fence and surveillance camera system as and when required.
- 5.4. All incidents that may compromise security must be reported immediately to the Security Control Room (ext 8000).
- 5.5. There is a 24-hour access control service at the entrances to BLUE MOUNTAIN VILLAGE. The only means for security to confirm access to residents is via the internal telephone line. Owners are therefore required to install the Blue Mountain communication system as provided by Clearwire.
- 5.6. Right of admission to the Village is reserved and shall be under the control of the BMVHOA:
 - 5.6.1. Tags will be issued to Residents at a fee.
 - 5.6.2. Domestic staff and contractors' employees who make use of the pedestrian's entrance at the contractors' gate must register for biometric identification. A registration fee is payable.
 - 5.6.3. Professionals, contractors, and office staff who access the estate by vehicle will be issued with access cards. A registration fee is payable.
 - 5.6.4. Lost tags / cards must be immediately reported to security.
- 5.7. Should a Member or any other person wish to lodge a grievance or voice dissatisfaction about any issue pertaining security on the Estate, the BVMHOA requests that it is done in a civilized and courteous manner as racism and threats will not be tolerated.
- 5.8. BLUE MOUNTAIN VILLAGE has a zero-tolerance approach to intoxication in the workplace. All persons entering through the Contractors' gate will be tested with an alcohol breathalyzer. Employees that test positive will not be permitted into the estate.

6. Main Entrance Gate

- 6.1. The main entrance gate is solely for the use of the Members, residents and their visitors, emergency services, professionals and Management staff.
- 6.2. Only Residents will be allowed to use this entrance as pedestrians.
- 6.3. The emergency gate will only be used for emergency situations and evacuations.
- 6.4. This gate will be operative 24 hours per day.
- 6.5. Vehicles towing caravans, boats, or trailers, may enter/exit through the contractors' gate which is manned 24/7. Alternatively, residents can arrange with security to open the main gate manually.

7. Contractors' Gate

- 7.1. All contractors and delivery vehicles must use the Contractors' gate.

- 7.2. This entrance will be in operation from 06h00 until 17h30 weekdays and 07h00 until 13h00 on Saturdays. The contractors' gate is closed on Sundays and Public holidays.
- 7.3. Domestic staff must be registered with security and make use of this entrance. It will be the responsibility of the residents to collect their employees at the Contractor's entrance and to deliver them there at the end of the day's work. Female employees, working for residents, will be allowed to walk to their workplace.
- 7.4. All contractors and delivery vehicles of whatever kind may only use this entrance and will not be allowed to use the main entrance gate. It will be the owners' responsibility to ensure that their contractors and delivery vehicles are fully aware, as to where they can obtain access to the Village. It is the residents' responsibility to direct or meet their contractors or delivery vehicles and direct them to their property.
- 7.5. All contractors and their employees will have to register for the duration of their contract before their first day of work in the Village. Residents will have to make the necessary arrangements for their employees with the BMVHOA.
- 7.6. It is the responsibility of the contractor to transport their employees to and from the Gate House in a manner that avoids congestion at the Gate House.
- 7.7. Employees are not allowed to, under any circumstances, leave their place of work, loiter or roam through the Village.

8. Occupants, Tenants, Visitors, Contractors and Employees

- 8.1. A house shall not be occupied by more than one family to a maximum occupancy of two persons for each bedroom in the house as shown on the building plan approved by the Local Authority.
- 8.2. A house shall not be communalized with the intention to share the facilities of the property amongst various persons.
- 8.3. Tenants must fit the profile of the development. The profile of Blue Mountain Village/Gardens is low-impact, middle to higher income single family housing.
- 8.4. The Members are liable for the conduct of their family, visitors, contractors, tenants and employees and shall ensure that such persons adhere to the conduct Rules at all times.
- 8.5. No domestic worker shall be allowed to reside on the property without prior written authorisation by the BMVHOA. In the event of a residing domestic worker, all visitors to such a worker shall leave the Village by 22h00. A request for visitors to stay overnight must be lodged for prior approval by the BMVHOA.
- 8.6. Domestic staff are not permitted to canvass the estate in search of work. Residents are required to caution their employees accordingly.

9. Selling and Letting of houses

- 9.1. The BMVHOA shall provide a standard lease agreement to the member / owner for use when letting a property.
- 9.2. No member / owner shall let, or otherwise part with occupation of his/her house, or portion thereof, temporarily or otherwise, without entering into a written lease agreement in accordance with the standard lease agreement and should a member/ owner choose to use any other form of lease agreement, albeit written, verbal or tacit, such agreement shall be

subject to section 9.2.1. to 9.2.7 hereof.

- 9.2.1 Any lessee or person that occupies a property through or under the lessee with the consent of the member / owner, shall comply with the provisions of the rules, regulations, rights and obligations of the BMVHOA.
- 9.2.2 Should any lease agreement's terms be in conflict with the terms of the standard lease agreement in favour of the BMVHOA or its rules and regulations, or by omitting any right of the BMVHOA or obligation of the lessee or occupier towards the BMVHOA, the BMVHOA shall be entitled to enforce their rules, regulations and rights against the lessee or occupier as if the standard lease agreement is applicable and enforceable.
- 9.2.3 The owner shall however be responsible for any damages or costs, levies and any other amount incurred lawfully due to the BMVHOA from the leasing and/or occupation of the property by any other person(s) than the owner.
- 9.2.4 The BMVHOA's rights and all monies owed to the BMVHOA shall become immediately enforceable and/or due and owing by the member / owner to the BMVHOA as and when such a right to enforce or to collect would have accrued and become enforceable as if the member / owner was occupying the property and if the member / owner has committed such breach or contravention of the rules and regulations of the BMVHOA.
- 9.2.5 That the member provides the occupiers with a copy of these rules and regulations.
- 9.2.6 That the member provides the BMVHOA with the names and copies of ID's of the persons occupying the residence along with a statement as to the expected duration.
- 9.2.7 That the occupier registers with Clearwire for access to the Blue Mountain communication system.
- 9.3 Should a Member wish to sell his property, himself, or through an estate agent, he shall be obliged to advise the BMVHOA accordingly in writing.
- 9.4 Should the Member fail to comply with rule 9.2 above, the BMVHOA shall have the right to restrain such agent from proceeding with any marketing activity in the Village on behalf of the Member.
- 9.5 No Member may transfer his property without a clearance certificate issued by the BMVHOA, which satisfies that:
 - 9.5.1 The Member is not indebted to the BMVHOA in any respect with regard to levies, contributions or any other amounts, which the BMVHOA may claim from him.
 - 9.5.2 That the written agreement between the Owner and Purchaser has been submitted to the BMVHOA, whereby the purchaser acknowledges that he shall, at the date of registration of the property in the Deeds Office, become a Member of the BMVHOA.
 - 9.5.3 That the exterior of the dwelling is consistent with the plans approved by the local authority and together with the boundary walls, driveway and other exterior improvements, are in a properly kept condition.
 - 9.5.4 That the Member is not in breach of any of these rules and the BMVHOA will in such instance be entitled to refuse consent for the issue of the required clearance certificate.
- 9.6. The HOA shall be entitled to charge a reasonable fee for issuing a clearance certificate.
- 9.7. The Association must maintain an adequate reserve fund account for large and unexpected expenses.

A special Levy, payable to Blue Mountain Village Home Owners' Association, equivalent to 12 times (one year) the applicable monthly levy, will be raised as an Entry Fee Levy against all new Members on transfer of the property at Blue Mountain Village, effective 1st January 2017.

The only exceptions to this Rule are erven owned by the Developer, which had not yet been sold and transferred to new owners; when there is a transfer from a company or trust to an individual with no change in beneficial owner; where transfer is as a result of death and to an immediate family member. Where an existing Member purchases an additional home (s) at Blue Mountain Village, the Entry Fee levy is payable.

The income from the Entry Fee Levy will be allocated to the Reserve Fund.

- 9.8. The owner selling a property in the Village shall ensure that the written agreement of sale contains the above-mentioned clauses.

10. Marketing

- 10.1 Estate agents wishing to show a property must email the BMVHOA the Wednesday prior to the show day the following information:

- 10.1.1 Affirmation from the owner
- 10.1.2 Detail of the property
- 10.1.3 Name and contact number of the agent who will be on duty and
- 10.1.4 The date and time of the show.

- 10.2 Estate agents may only operate on a "By appointment" basis and must personally accompany a prospective buyer or lessee; other than on show days.

- 10.3 Agents are permitted to erect show boards at the individual stand or house indicating "For Sale" between 12h00 on Friday preceding and 12h00 on Monday succeeding the show. Pointer boards at intersections leading to the property will be permitted.

- 10.4 Agent boards may not be placed in the Blue Mountain Village gardens in front of the main gate.

11. Exterior of Homes

- 11.1. All building work must be consistent with plans approved by the local authority.

- 11.2. No additions or alterations whatsoever to any building including blinds and awnings, satellite dishes, air-conditioning units or any exterior improvements shall be affected without the prior written approval of the BMVHOA. A full and accurate description of the proposed addition or alteration must be submitted to the BMVHOA Design Review Committee before any work commences.

- 11.3. The above rule does not absolve the owner with complying with any requirements of the Local Authority where applicable.

- 11.4. All exterior paint colours must be selected from the latest approved Blue Mountain Village colour palette and colour combinations available on request from the BMVHOA.

- 11.5. Where any work of whatever nature is undertaken on the Erf, the right is reserved by the BMVHOA to impose a building levy and a refundable deposit, which constitute a security for damage of whatever nature caused by the Contractor, his employees, subcontractors, or suppliers to any portion of the Blue Mountain Village.

12. Pets

- 12.1. Pets are permitted at the discretion and with the written consent of the BMVHOA. Such consent may be withdrawn without incurring any liability in the event that such animal causes a frequent or persistent nuisance or disturbance, is not cared for by the owner, is not controlled on a leash in public areas or displays aggressive behaviour.
- 12.2. Prior to keeping a dog or cat, a resident must apply to the BMVHOA for registration. The application must include:
 - 12.2.1. A description sufficient to identify the pet, including the standing height from the floor to the top of the pet's back.
 - 12.2.2. Proof that the pet has been vaccinated against common diseases and the contact details of the veterinarian.
 - 12.2.3. Acceptance of liability for any damage or harm done by the resident's pet.
- 12.3. The Local Authority By-Laws relating to pets will be strictly enforced.
- 12.4. Residents may keep a maximum of two pets, e.g., 2 dogs or 2 cats or one dog and one cat, on their property. Only written consent from the BMVHOA will be accepted to keep additional pets.
- 12.5. Only small to medium size dog breeds will be permitted. The full height/size of adult dogs must not exceed 50cm (standing height from the floor to top of the pet's back) or 25kg in weight. Most dogs reach adult height at 1 year of age.
- 12.6. No poultry, pigeons, aviaries, wild animals or other livestock may be kept within Blue Mountain Village.
- 12.7. Residents may not keep menacing or dangerous dogs, with a known tendency or disposition to display aggressive behaviour or attack a person or animal without provocation, at Blue Mountain Village.
- 12.8. The fauna at Blue Mountain Village is to be protected and must not be chased or attacked by pets.
- 12.9. Dogs shall at all times be walked on a leash in public areas and must not harass or be allowed to harass any person or other animal on the Estate.
- 12.10. The owner of any pet shall immediately remove any excrement deposited by the pet in a public area. This rule is to be strictly adhered to and residents walking their pets are requested to carry an appropriate receptacle (e.g., Bag or scoop) with them for disposal purposes.
- 12.11. Residents must:-
 - 12.11.1. Not chain their dog or leave any cat or dog unattended for excessive periods of time without a suitable pet sitter.
 - 12.11.2. Not allow their pets to create a disturbance or a nuisance, e.g., persistent barking of dogs or caterwauling of cats.
 - 12.11.3. Ensure that all litter from the resident's pet is placed in garbage bags and deposited in the refuse bin.
 - 12.11.4. Take sufficient and timely action to remove any infestation of fleas, lice, ticks or other external parasites from the pet and their property.
 - 12.11.5. Ensure that the dog or cat wear a collar with a Blue Mountain tag indicating the contact details of its owner and the name of the pet. The tags must be obtained from the HOA office at a fee.

- 12.12. The BMVHOA is empowered to apprehend and impound any stray pet at Blue Mountain Village.
- 12.13. The BMVHOA may require a Resident to remove a pet from the estate if the pet:
 - 12.13.1. Causes consistent noise or obnoxious odours which disturb other Residents.
 - 12.13.2. Causes a health hazard to other residents.
 - 12.13.3. Bites, claws, aggressively pursues or otherwise harms any person or animal.
 - 12.13.4. Is not controlled on a leash in public areas.
 - 12.13.5. If the pet owner fails to rectify infestation of fleas, lice, ticks or other parasites or to clean up faecal residue.

13. Conditions regarding building

- 13.1 All existing and prospective members who are (or shall become) registered owners of an erf zoned for residential purposes shall construct and reach completion (as defined in the Memorandum of Incorporation) of a dwelling house thereon before the expiry of the development period (as defined in the Memorandum of Incorporation).
- 13.2 Subject to section 13.3.1 and 13.3.2, upon the expiry of the development period, the relevant penalty set out in section 14.4.3 (Building) shall apply to all members who have not reached completion by this date.
 - 13.3.1 Members who have submitted municipal approved building plans, proof of payment of the builder's deposit and a copy of the signed builder's code of conduct agreement before the expiry of the development period, shall be granted an extension of 6 (six) months calculated from the first business day after the development period ("extension period") within which to reach completion without incurring a penalty.
 - 13.3.2 Should the members fail to reach completion within the extension period, the relevant penalty set out in section 14.4.3 (Building) shall apply.
- 13.4 All members shall be obligated to disclose these rules regarding building periods and penalties to potential purchasers.

14. Administration

- 14.1 Levies, contributions and charges towards the administration of the Village are due and payable on the first day of the month to the BMVHOA.
- 14.2 Interest at the prime lending rate plus 1% per month may be raised on all overdue accounts. Accounts three months in arrears will be handed over for legal collection.
- 14.3 The Board of Directors of the BMVHOA may amend or add to these rules from time to time, as it deems necessary, to ensure the orderly co-existence of residents in the Village.
- 14.4 The HOA shall have the right to fine transgressors for the contravention of these rules:
 - 14.4.1 Infringement Penalties and Fines

If any Member, their family, guests, tenants, employees or employees' guests contravenes or fails to comply with any of the provisions of the Blue Mountain Village Home Owners'

Association Memorandum of Incorporation and the Rules and Regulations referred to in article 12, such Member shall be liable to be fined in addition to any other actions that the Board of Directors may deem fit.

A fine thus imposed by the BMVHOA shall be deemed to be an additional levy raised, and will be payable and recoverable from such Member in terms of the provisions of clause 12.3 of the Memorandum of Incorporation.

The following schedule of Penalties and fines will be charged against Members and / or residents through the Member.

14.4.2 Traffic Safety Offences:

- Written request to comply.
- In appropriate cases the HOA will lay a criminal charge.

14.4.3 Building:

• Building without approval after written request to comply	R2000,00
• Building work not compliant with Design Guidelines after written request to remedy	R5000,00 or R1000,00 per day
• Contravention of Builders Code of Conduct	R500,00 per offence
• Failure to comply with the obligation to complete a dwelling before the expiry of the building period (section 13.1 and section 13.3.2).	A monthly penalty up to 10 (ten) times the monthly general levy determined in terms of article 11 of the Memorandum of Incorporation until completion : Provided that for the year commencing on the expiry of the building period, up until and including the day of the 2023 annual general meeting, the monthly penalty will be 2 (two) times the monthly general levy determined in terms of article 11 of the Memorandum of Incorporation, subject further to any extension of this period approved by the board of directors

14.4.4 Noise and Disturbance:

• First offence after a written warning	R500,00
• Thereafter, per offence	R1000,00

14.4.5 Domestic Pets:

• Exceeding number of pets after written request to rectify	R500,00 per pet per month
• Wandering dog / dog not on leash after written warning	R200,00 per offence
• Not picking up and removing any form of animal matter deposited by pet after written warning	R200,00
• Aggressive behaviour by dog, towards animals and / or persons after written warning	R1000,00 per offence and possible removal of animal

• Persistent barking / caterwauling after written warning	R500,00
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14.4.6 Laundry not shielded from view:

Laundry visible from street after written warning to rectify	R200,00
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14.4.7 Security:

Disregard of security officers' instructions and / or abuse of security officers after written warning	R500,00
Second offence and thereafter	R1000,00

14.4.8 Maintenance and Gardens:

Property not maintained after written request to rectify	R1000,00
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14.4.9 Parking or storing a truck, trailer, boat or caravan in public open space:

If not removed within two days after written warning	R1000,00
Thereafter per day	R500,00

14.4.10 Marketing:

Displaying "For Sale" signs or other advertising after written warning	R500,00
Leasing of property without notifying the BMVHOA after written request to rectify	R1000,00

15. Homeowner Dispute Resolution Policy

15.1 Objective

It is considered good governance that disputes are resolved in the interests of on-going relationships and in the most cost-effective manner.

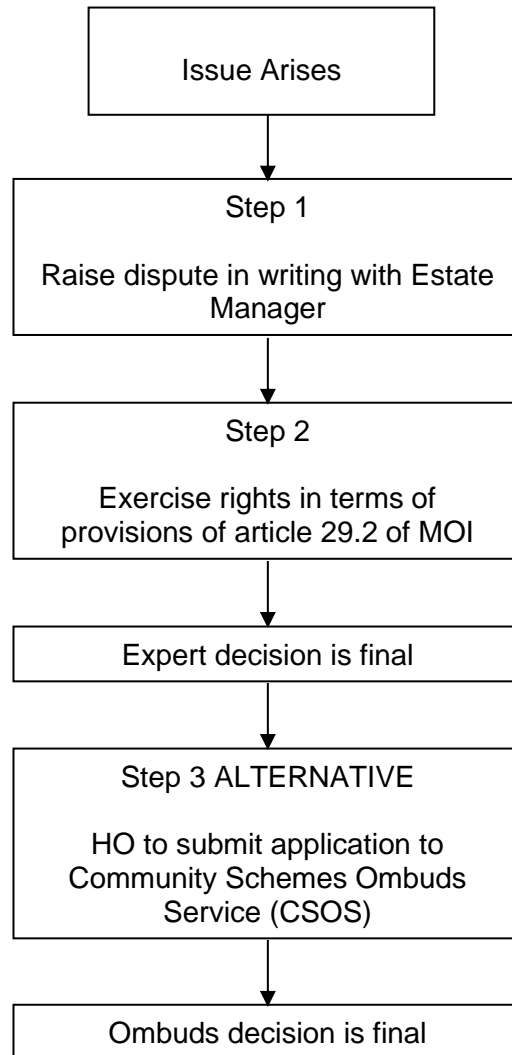
The primary objective of the **Dispute Resolution Procedure** is to allow a Member / Resident or a group of Members, to formally bring to the BMVHOA's attention any dissatisfaction or feeling of injustice which he/she/they may have about a situation or decision made relating to the Estate.

The goals of the **Dispute Resolution Procedure** are:

- a. To provide a fair, reasonable and expeditious procedure to amicably resolve Members' grievances;
- b. To improve compliance with the rules of the Estate;
- c. To enhance community involvement in the dispute resolution process;
- d. To provide a more effective dispute resolution;

- e. To ensure transparency and to facilitate access to justice;
- f. To prevent undue cost and delay.

DISPUTE RESOLUTION PROCEDURE



15.2 Status of Dispute Resolution Policy

The parties involved in any dispute participate in the dispute resolution process in good faith. The ***Dispute Resolution Procedure*** is available to all Members and Residents. The Board may also make use of the procedure as provided for in this policy.

This ***Dispute Resolution Procedure*** is subject to the provisions of:

- a) The Memorandum of Incorporation (MOI);
- b) The Conduct Rules;
- c) The Design Guidelines;
- d) Relevant Legislation.

15.3 Matter to be tabled for Resolution

In order to facilitate the resolution of disputes, Members / Residents may call on this procedure for resolution of the following:

- i. A provision of the MOI;
- ii. Owners' Rules and Regulations;
- iii. Rulings by the Design Review Committee, and
- iv. Appeal against infringement penalties.

Disputes where this procedure does NOT apply are:

- a) A Member / Resident disputing the fact that he / she has committed a breach of any of the Conduct Rules;
- b) Disputes between individual Members or Residents, which do not fall within (i) to (iv) above;
- c) A dispute between a Member and the Developer;
- d) A dispute between a Member and his / her Contractor, and
- e) A dispute between a Member and the Local Council.

15.4 Procedure

Each Member must, before declaring any matter as a dispute, ensure that he / she has read the most current Conduct Rules and has engaged with the Estate Manager to obtain clarity as to the matter at hand. The Estate Manager will provide the home owner with information about what the Estate Rules require.

Step 1:

The party who wishes to have the dispute determined, must raise the dispute in writing with the Estate Manager (without prejudice to the Member). Disputes must be addressed to the Estate Manager, Blue Mountain Village and delivered by hand or emailed to bmv@bmv.co.za

The Estate Manager must, to the best of his ability:

- Meet with the aggrieved party (s) promptly at a convenient time and location;
- Obtain all relevant facts about the issue (distinguishing the fact from opinion and / or hearsay);
- Objectively and with an open mind analyse the underlining issue (s). If assessed to be of a minor nature, the Estate Manager should respond autonomously. If assessed to be of a serious nature, or has the potential to escalate, the process should include obtaining input from the relevant Board Member (s) and / or the relevant Operational Sub-Committee in the preparation of a written response;
- Endeavour to resolve the issue as speedily as possible, resolving and responding (in writing) to the issue within 14 (fourteen) working days of receiving the dispute in writing.

If the Estate Manager's decision is unacceptable to the Member, Step 2/3 become effective.

Step 2:

If a party exercises his right in terms of article 28.2 of the Memorandum of Incorporation to refer the dispute for determination to an expert, agreed upon and nominated as per the provisions of the article, the expert shall in all respects act as an expert and not as an

arbitrator.

The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.

Step 3:

Members are also free to lodge a complaint in the Community Schemes Ombud Service (CSOS). An application referred to in section 38 (1) of the Community Schemes Ombud Service Act, 2011 (Act No 9 of 2011) must be made by submission of an application lodged in person or electronically on the Application for Dispute Resolution Form, available from the CSOS in accordance with the practice directive issued by the Chief Ombud of the Service appointed in Terms of Section 14 of the Act.

At the adjudication hearing, the Adjudicator will consider all the evidence presented and will hand down a determination, which is binding on all parties to the dispute.

16. General

16.1 In the interpretation of these rules, unless the context otherwise indicates:

“MOI” means the Memorandum of Incorporation of the Blue Mountain Village Home Owners’ Association (RF) NPC. Registration Number: 2006/027010/08 as incorporated under the Company’s Act No. 71 of 2008.

“Board of Directors” means the Board of directors appointed in terms of the Act.

“Local Authority” means the George Municipality or its successor in title.

“Member” means the registered owner of a residential property in the Village.

“Resident” means a person who maintains residency (domicile) in Blue Mountain Village.

Words importing masculine gender shall include feminine gender and vice versa.

16.2 These rules have been established in terms of the Articles of Blue Mountain Home Owners’ Association. They are applicable to every individual in the Village.

16.3 Any interpretation of the rules by the Board of Directors is final and binding.

16.4 These rules are subject to change by the Board of Directors or a General meeting of the BMVHOA.

16.5 The BMVHOA and the Board of Directors, including their agents or servants, shall not be liable for death, injury, loss of or damage to property suffered by any person whatsoever, regardless of the nature thereof or in the manner in which such death, injury, loss or damage occurred.