

CONDUCT RULES

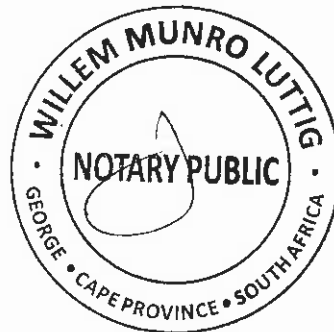
OF



BLUE MOUNTAIN HAVEN BODY CORPORATE
(In terms of Section 35(2) of the Sectional Titles Act)

INDEX

1.	DEFINITIONS	PAGE 2
2.	INTERPRETATION	PAGE 3
3.	APPLICABILITY	PAGE 3
4.	ANIMALS, REPTILES AND BIRDS	PAGE 3
5.	REFUSE DISPOSAL	PAGE 3
6.	VEHICLES	PAGE 4
7.	DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY	PAGE 4
8.	APPEARANCE FROM OUTSIDE	PAGE 4
9.	SIGNS AND NOTICES	PAGE 4
10.	LITTERING	PAGE 5
11.	LAUNDRY	PAGE 5
12.	STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS	PAGE 5
13.	LETTING OF SECTIONS AND LEASE PROCEDURES	PAGE 5
14.	LETTING AGENTS	PAGE 6
15.	ERADICATION OF PESTS	PAGE 6
16.	VISITORS OF AN OWNER OR OCCUPIER	PAGE 6
17.	NOISE AND FIREARMS	PAGE 7
18.	DRESS CODE FOR THE COMMON AREAS	PAGE 7
19.	SMOKING	PAGE 7
20.	OCCUPATION AND RELOCATION	PAGE 7
21.	EMPLOYEES	PAGE 7
22.	INSURANCE	PAGE 8
23.	ELEVATOR	PAGE 8
24.	SECURITY SAFETY AND RISK	PAGE 8
25.	INTERNAL ALTERATIONS	PAGE 9
26.	AMENITY ROOMS	PAGE 10
27.	COMPLAINTS	PAGE 11
28.	IMPOSITION OF PENALTIES	PAGE 11
29.	ARBITRATION	PAGE 12
30.	NOISE, CONDUCT AND BEHAVIOUR	PAGE 12



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

1. DEFINITIONS

In the Conduct Rules and unless the context indicates otherwise the following words and expressions shall have the following meanings:

- 1.1. **"authorised representative"** means a person authorised to act as the representative of any natural person, body corporate, company or an association of persons as the case may be;
- 1.2. **"chairman"** means the chairman for the time being of the board of trustees appointed in terms of PRESCRIBED MANAGEMENT RULE 18;
- 1.3. **"body corporate"** means the legal entity that exists to manage and control the common property, made up of all owners of units in the scheme known as BLUE MOUNTAIN HAVEN;
- 1.4. **"common property"** means the all (fixed) parts of the scheme and which every owner co-owns and which are not SECTIONS;
- 1.5. **"financial year"** means the financial year of the BODY CORPORATE which shall run from the first day of April in each year until the last day of March in the subsequent year;
- 1.6. **"unit"** means a SECTION together with its UNDIVIDED SHARE in common property apportioned to that section in accordance with the participation quota of the section;
- 1.7. **"section"** means the physical part of the SCHEME which is the separate and private property of the registered owner;
- 1.8. **"member"** means the registered owner of a unit in the scheme who becomes an involuntary member of the association of owners, known as BLUE MOUNTAIN HAVEN BODY CORPORATE;
- 1.9. **"trustee"** means a trustee appointed by the members and includes an alternate trustee;
- 1.10. **"person"** means a natural person, juristic person and includes a close corporation, company, trust or an association of persons, as the case may be;
- 1.11. **"registered owner"** means a registered owner of a sectional title unit as registered in the relevant Deeds Office;
- 1.12. **"managing agent"** means the person appointed by the trustees of BLUE MOUNTAIN HAVEN BODY CORPORATE;
- 1.13. **"general manager"** means the person appointed by the trustees of BLUE MOUNTAIN HAVEN BODY CORPORATE;
- 1.14. **"Sectional Titles Act"** means the Sectional Titles Act No 95 of 1986 and an amendment or modification thereof or substitution thereof from time to time.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

11/04/2014 Blue Mountain Haven Body Corporate

2

[Handwritten signature]
[Handwritten initials]

2. INTERPRETATION

- 2.1 The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- 2.2 Unless the context clearly indicates a contrary intention:
 - 2.2.1 the singular shall include the plural and vice versa;
 - 2.2.2 a reference to any one gender shall include the other gender; and
 - 2.2.3 a reference to natural person included juristic person, trusts and partnerships and vice versa.
- 2.3 Words and expressions defined in any Conduct Rule shall, unless inconsistent with the context, bear the meaning assigned to such word an expression in such Rule.
- 2.4 Words and expressions to which a meaning has been assigned in the Sectional Titles Act, No 95 of 1986, shall in all Conduct Rules bear the meaning that has been assigned to them, unless inconsistent with the context.

3. APPLICABILITY

- 3.1 It shall be the duty of an owner of a section to ensure his family members, visitors, employees and contractors and the tenant or occupier of his section, and his family members, visitors, employees and contractors comply with the Conduct Rules.
- 3.2 Should any damages be caused by or penalties (fines) be imposed on any of the persons, the owner of the particular section shall be strictly liable to pay for the damages or to pay the penalties (fines), all legal costs (including costs between an attorney and client) and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules.
- 3.3 Damages, penalties (fines), legal costs and expenses and charges incurred by the body corporate in enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable owner's levy statement and shall bear interest as a levy debt and shall be recovered as a levy.

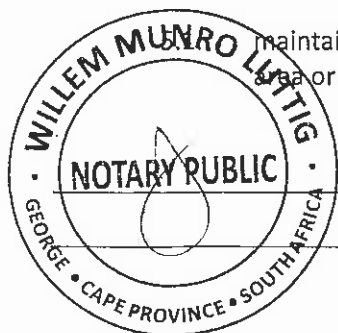
4. ANIMALS, REPTILES AND BIRDS

- 4.1 An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- 4.2 When granting such approval, the trustees may prescribe any reasonable condition.
- 4.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

5. REFUSE DISPOSAL

An owner or occupier of a section shall:

maintain in an 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;



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney 11/04/2014 Blue Mountain Haven Body Corporate
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

3
[Handwritten initials]

- 5.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 5.3. for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees; and
- 5.4. when the refuse has been collected, promptly return such receptacle to the section or other area referred to in paragraph 5.1.

6. VEHICLES

- 6.1 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 consent of the trustees in writing.
- 6.2 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and standing or abandoned on the common property without the trustees' consent.
- 6.3 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 to the common property or in any other way deface the common property.
- 6.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

7. DAMAGE, ALTERATION OR ADDITIONS TO THE COMMON PROPERTY

- 7.1 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 written consent of the trustees.
- 7.2 Notwithstanding sub-rule (1), an owner or person authorised by him, may install-
 - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (b) any screen or other device to prevent the entry of animals or insects:

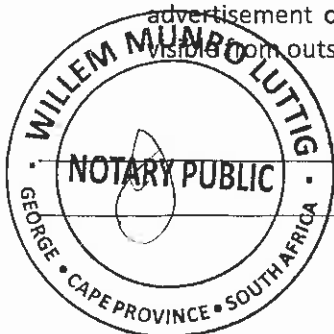
provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

8. APPEARANCE FROM THE OUTSIDE

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

9. SIGNS AND NOTICES

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 written consent of the trustees first having been obtained.



WILLEM MUNRO LUTTIG
 Commissioner of Oaths • Notary Public
 Practising Attorney
 Raubenheimers Attorneys Inc
 60 Cathedral Street • George 6529 • RSA
 Tel: +27 (0)44 873 2043

11/04/2014 Blue Mountain Haven Body Corporate

[Handwritten signatures and initials]

10. LITTERING

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.

11. LAUNDRY

11.1. An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

11.2. Owners or occupiers of a section are limited to five kilograms of washing per week per person.

11.3. Each owner or occupier will be allocated a day that their laundry will be collected for washing.

11.4. Individual laundry items must be clearly marked with the section number.

11.5. Laundry is weighed and an additional charge is applicable should an owner or occupier require extra laundry services.

12. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier 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.

13. LETTING OF SECTIONS AND LEASE PROCEDURES

13.1. All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section 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.

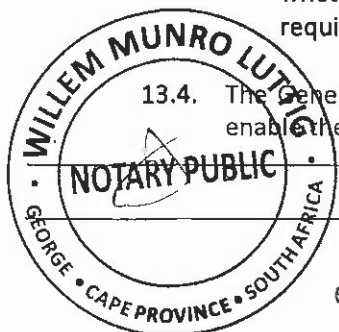
13.2. The lease agreement approved by the trustees from time to time must be used for the letting of any section. Only lease agreements signed by the owner and lessee and approved and signed by the trustees will be binding upon the body corporate. The lease agreement will be prepared in terms of the Management and Conduct Rules of the scheme and will provide for all amenities and facilities in the scheme, and will be made available at an administrative fee payable to the Body Corporate to cover the preparation costs thereof.

13.3. Any prospective tenant will fill out the necessary application form in terms of which :

13.3.1 he consents to a medical assessment by his primary health care practitioner and the completion by such practitioner of the assessment form designed to provide data on the medical, psychosocial and functional capabilities and limitations of the prospective tenant. The completed assessment form must be submitted to the General Manager of the scheme within 7 (seven) days from signing the application form;

13.3.2 he agrees to a consultation with the General Manager of the scheme in order to establish whether the accommodation, facilities and services will be adequate for his needs and requirements.

13.4. The General Manager will submit a statement to the trustees regarding the prospective tenant to enable them to determine whether the prospective tenant can be accommodated in the section.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

11/04/2014 Blue Mountain Haven Body Corporate 5

14. LETTING AGENTS

- 14.1. This rule is designed to ensure the peaceful cohabitation of owners and occupiers of sections.
- 14.2. In the event of an owner deciding to let or advertise to let any unit the following additional requirements, over and above the requirements of the Management and Conduct Rules of Blue Mountain Haven Body Corporate shall be applicable:
- 14.2.1. Any Letting Agent appointed by the owner must apply to the trustees for accreditation.
 - 14.2.2. Any Owner wishing to let his/her unit through a Letting Agent must sign an agreement with such Letting Agent. The agreement must be submitted to the trustees for approval prior to signing.
 - 14.2.3. All Letting Agents must have staff available 24 hours a day who are able to handle tenant incident issues.
 - 14.2.4. The contact details of the Letting Agent must be made available to the trustees, the Managing Agents and the General Manager of the scheme.
- 14.3. A copy of the standard agreement between the Owner and Tenant must be submitted to the Managing Agents and the General Manager of the scheme.

15. ERADICATION OF PESTS

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 General Manager and 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 the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

16. VISITORS OF AN OWNER OR OCCUPIER

The owner or occupier shall use his/her best endeavours to ensure that his visitors at all times comply with these Rules, including, but not limited to:

- 16.1. bringing to the attention of such visitors the relevant provisions of these Rules;
- 16.2. requesting any person who is in breach of a Lease Agreement and/or the Rules to immediately remedy such breach;
- 16.3. refusing to allow persons who have previously breached a Lease Agreement and/or the Rules access to the Premises if they are likely to commit another breach;
- 16.4. obtain the permission of the General Manager to have overnight visitors;
- 16.5. may have no more than two overnight visitors at any one time; and
- 16.6. may not have overnight guests, whether the same or different persons, for more than three (3) consecutive nights or for more than six (6) nights per calendar month.



Handwritten signatures and initials in the bottom right corner of the page, including a large signature and the initials 'R' and 'G'.

17. NOISE AND FIREARMS

- 17.1. An owner or occupier of a section shall not create any noise in a section or on the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another section or of any person lawfully using the common property.
- 17.2. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 17.3. Owners must comply with the requirements of the Firearms Control Act No 60 of 2000 and the regulations promulgated in terms thereof. An owner / occupier must inform the General Manager in writing of his intention to bring and/or keep a firearm on the premises and furnish copies of the competency certificates and licenses and proof that the safe complies with the requirement of the Act.

18. DRESS CODE FOR THE COMMON AREAS

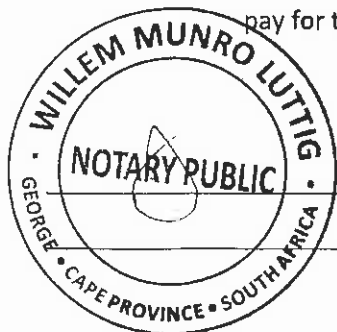
- 18.1. Owners and occupiers, including their guests, are required to be appropriately attired on the common property.
- 18.2. Inappropriate attire includes, but is not limited to:
 - 18.2.1. sleepwear and gowns;
 - 18.2.2. slippers;
 - 18.2.3. being barefoot; and
 - 18.2.4. any clothing with offensive or profane language.

19. SMOKING

- 19.1. An owner, occupier or visitor of a section may not smoke nor allow smoking on the common property.
- 19.2. Without limiting paragraph 19.1, an owner or occupier of a unit must not allow any invitee to smoke on the common property.

20. OCCUPATION AND RELOCATION

- 20.1. The owner and/or occupier shall ensure that their staff and contractors do not damage any part of the common property.
- 20.2. The owner and/or occupier shall at all times be present when any maintenance or "deep cleaning" to his section is done.
- 20.3. Any maintenance or "deep cleaning" shall be pre-arranged with the General Manager and all workers shall report to the Estate Security department before any work may commence.
- 20.4. Should any damages be caused, the owner and/or occupier of the particular section shall be liable to pay for the damages.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

Handwritten signature and initials in the bottom right corner of the page.

21. EMPLOYEES

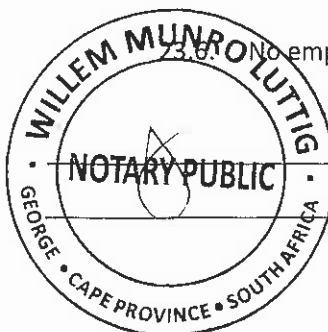
- 21.1. An owner or occupier of a section may not request the employees of Blue Mountain Haven Body Corporate to perform any private task for them during their working hours.
- 21.2. Owners or occupiers may not interfere with body corporate employees in the performance of their duties and must give their full co-operation to such employees.
- 21.3. An owner or occupier shall be responsible for the conduct of their own employees.
- 21.4. An owner, lessee or occupier shall ensure that his or her employees do not loiter on the common property.
- 21.5. An owner or occupier shall ensure that his or her employees do not receive guests on the common property.

22. INSURANCE

- 22.1. All buildings, walls and other improvements (Includes the Dwellings, Garages & all standard fixtures, fittings & floor coverings in each section) are covered under a Master Insurance Policy arranged by the Blue Mountain Haven Body Corporate. The premium is met out of the levy payable by owners.
- 22.2. 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.
- 22.3. 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 exclusive 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.

23. ELEVATOR

- 23.1. When using an elevator, owners, lessees and occupants of sections shall ensure that:
 - 23.1.1. the warning signs and notices pertaining to the usage of the elevator is adhered to;
 - 23.1.2. the maximum number of persons or the weight limit is not exceeded;
 - 23.1.3. no damage is caused to the elevator;
 - 23.1.4. the interior of the elevator is kept clean and neat; and
 - 23.1.5. the directives imposed from time to time by the trustees are complied with.
- 23.2. The elevators may not be used to transport furniture, heavy boxes, heavy objects, building material and rubble.
- 23.3. An owner or occupier shall notify the General Manager of the dates and times when they intend to move out of a section to enable the General Manager to arrange for the supervision of the elevator and entrance gate.
- 23.4. No smoking is allowed in the elevator.
- 23.5. No children aged 12 years or younger may use the elevator without adult supervision.
- 23.6. No employees or nursing staff is allowed to use the elevator.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

14/04/2014 Blue Mountain Haven Body Corporate

8

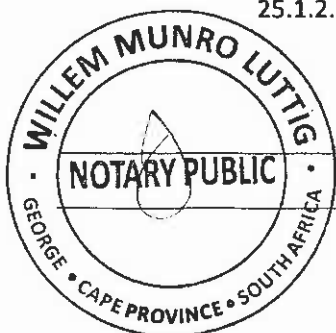
Handwritten signatures and initials in the bottom right corner of the page, including a large stylized signature and the number '9'.

24. SECURITY, SAFETY AND RISK

- 24.1. Owners and occupiers of units must at all times ensure that the security and safety of other occupants and their property are preserved, and in particular must:
- 24.1.1. handle their access controls responsibly and must report any loss of an access control to Blue Mountain Estate Security for deactivation thereof;
 - 24.1.2. ensure that upon entering or leaving the building, the relevant entrance or exit door is properly closed;
 - 24.1.3. ensure that such entrance door or exit door are never opened for unknown or uninvited persons; and
 - 24.1.4. comply with any security measures and directives imposed from time to time by the trustees.
- 24.2. All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk and no person shall have any claim against the body corporate of whatsoever nature arising neither from such use, nor for anything which may befall any person during the course of such use, whether caused by human error, natural phenomena or otherwise.
- 24.3. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.
- 24.4. The body corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. Delivery personnel shall not be allowed beyond the reception area. An owner or occupier must receive and sign for a delivery in person.
- 24.5. Residents will be issued with an emergency information card, which will be placed on the outside of the front door to the section. The emergency information card will be taken by the resident and placed around the neck when leaving the section. This will serve as an indication of the occupation of the section in case of an emergency evacuation. The emergency information card will contain the following information, supplied by the resident:
- 24.5.1 name;
 - 24.5.2 photograph;
 - 24.5.3 blood group;
 - 24.5.4 allergies;
 - 24.5.5 chronic medication; and
 - 24.5.6 contact name and telephone number of next of kin.

25. INTERNAL ALTERATIONS

- 25.1. In addition to any other relevant provision, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees, involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
- 25.1.1. An application to proceed containing: specifications, time frame, and sketch plan of the proposed alterations must be submitted to the trustees, to obtain their consent to proceed.
 - 25.1.2. The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public/2014 Blue Mountain Haven Body Corporate
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

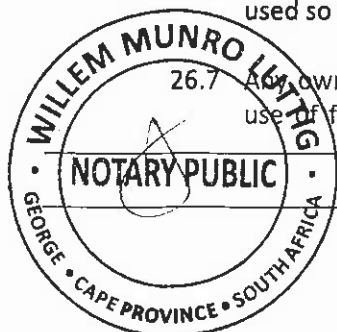
Handwritten signatures and initials in blue ink, including a large signature and the letter 'S'.

- 25.1.3. A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.
 - 25.1.4. The owner shall liaise with the General Manager concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of the elevator and the temporary storage of building material and machinery on the premises.
 - 25.1.5. The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be) for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising therefrom.
 - 25.1.6. The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
 - 25.1.7. Any work done in pursuance of this Rule and involving noise, must be done on weekdays during the hours 09h00 to 17h00.
 - 25.1.8 Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupants and must be concluded as expeditiously as possible, within the time frame specified, if any.
 - 25.1.9 Any deposit payable in terms of this Rule shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees.
- 25.2 The elevators may not be used to carry building materials, rubble or workmen. Workmen may not use the foyer when entering or exiting buildings, but should use the contractor's area to do so.
- 25.3 The owner must ensure that his or her workmen and contractor comply with the relevant provisions of this Rule.
- 25.4 If any work done by or on behalf of an owner in pursuance of the provisions of these Rules results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.

26 AMENITY ROOMS

- 26.1 Use of the Amenity Rooms is for owners or occupiers and their guests only.
- 26.2 An owner or occupier whose fees are maintained in good standing may reserve the Amenity Rooms for private, non-commercial functions.
- 26.3 Any owner or occupier who wishes to use the facilities will pay a deposit to cover any breakages and damages. The amount of the deposit will be determined by the trustees from time to time.
- 26.4 An owner or occupier who rents the facility is responsible for the conduct of guests. Guests may not roam the common areas.
- 26.5 Temporary decorations are permitted; however, appearance of the Amenity Rooms will not be altered.
- 26.6 Decorations may not be stapled, tacked or pinned to the walls of the Amenity Rooms. Tape may be used so long as it can be removed without leaving marks.

26.7 Any owner who reserves the Amenity Rooms for private function is responsible for regulating the use of food and beverage by persons participating in the function, and for placing and removing



WILLEM MUNRO LUTTICH
 Commissioner of Oaths • Notary Public
 Practising Attorney
 Raubenheimers Attorneys Inc
 60 Cathedral Street • George 6529 • RSA
 Tel: +27 (0)44 873 2043

11/04/2014 Blue Mountain Haven Body Corporate 10
 [Handwritten initials]

foods, drinks, tables, chairs, dishes or supplies of any kind. Upon closing, the facility must be left clean, tidy and undamaged.

26.8 Owners or occupiers who use the facility are liable for any theft and/or damage to the Amenity Room and/or furnishing for the duration of the reservation period and will pay the Blue Mountain Haven Body Corporate the amount of any and all cost of the repair and replacement deemed necessary by the trustees of Blue Mountain Haven Body Corporate by reason of such damage or theft.

26.9 The Amenity Room will be inspected by the General Manager after the function to determine loss and/or damage to the premises and/or furnishings beyond normal wear and tear.

26.10 The costs of replacing and/or repairing any damaged items or repairing or cleaning of the premises will be deducted from the deposit and the balance will be refunded.

27 COMPLAINTS

All complaints must be in writing and submitted to the General Manager.

28 IMPOSITION OF PENALTIES

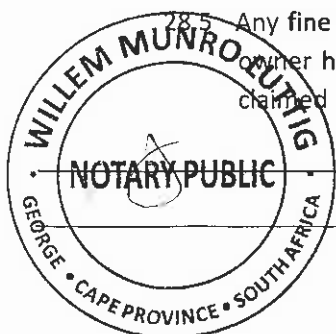
28.1 If the conduct of an owner or an occupier of a section or his visitors constitutes a nuisance in the opinion of the trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier (if applicable) 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 owner must be warned that if he or his occupier or visitor persists in such conduct or contravention, a fine will be imposed on him.

28.2 If the owner, occupier or visitor 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.

28.3 A written notice by which he is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier (if applicable) at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier (if applicable) must be given the opportunity to present his case, but except in so far as may be permitted by the chairperson, he may not participate in the affairs of or voting at the meeting.

28.4 After the owner or occupier has been given the opportunity to present his case, the Trustees may by way of a special Trustees' resolution (75% of the Trustees present at the meeting with a minimum of four Trustees), impose upon the Owner an *initial penalty* for the first offence and a *subsequent penalty* for every identical offence thereafter.

28.5 Any fine imposed in terms of sub-rule 27.4, may if it is not paid within 14 (fourteen) days after the owner has been notified of the imposition of the fine, be added to the owner's levy account and claimed and recovered by the body corporate as part of the monthly levy payable by the owner.



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

11/04/2014 Blue Mountain Haven Body Corporate

11

Handwritten signatures and initials, including a large signature and the initials 'R' and 'S'.

subject to interest at the rate applicable to levies, and subject to the recovery of attorney and own client costs and expenses, as in the case of levies.

28.6 The trustees may, from time to time, determine the amount of the *initial* and *subsequent* penalties.

28.7 Notwithstanding sub-rules 28.1 to 28.6, in suitable circumstances the trustees may apply to a Court having Jurisdiction, for an order or Interdict if an owner or occupier contravenes, breaches, disobeys or disregards these Rules.

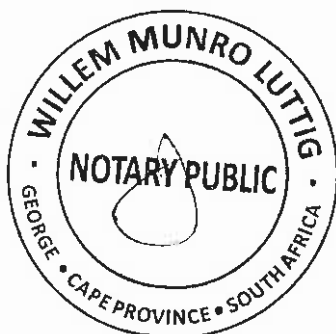
29 ARBITRATION

The Management Rules relating to arbitration shall apply to any dispute in respect of these rules which is subject to arbitration.

30 NOISE, CONDUCT AND BEHAVIOUR

30.1 All residents are required to have consideration and respect for the other occupants and may not cause or be the cause of unreasonable and excessive noise or loud music at any time.

30.2 No noise will be permitted after the hours 21h00 on week nights and Sunday nights or 22h00 on Friday and Saturday nights



WILLEM MUNRO LUTTIG
Commissioner of Oaths • Notary Public
Practising Attorney
Raubenheimers Attorneys Inc
60 Cathedral Street • George 6529 • RSA
Tel: +27 (0)44 873 2043

Two handwritten signatures in black ink, one above the other, located on the right side of the page.

A handwritten signature in black ink, located at the bottom center of the page.