

**BLUE MOUNTAIN CARENET RETIREMENT ESTATE
PROPERTY OWNERS ASSOCIATION NPC**

(Registration number: 2006/028242/08)

RULES AND REGULATIONS

INTRODUCTION

The main objective of the Company is to provide and maintain a peaceful, caring and safe environment for its members in their retirement years.

In so doing it shall ensure:

- The Estate is managed in accordance with accepted rules and rules of the Memorandum of Incorporation.
- That members have access to the services and facilities of the mid-care health and frail care facilities at the Blue Mountain Haven.
- The safety of members through the deployment of a security service that both controls access to and egress from the property and also conducts surveillance of the property using electronic equipment and foot patrols.
- Extra mural activities in the Clubhouse are encouraged to assist in the creation of a friendly and congenial atmosphere amongst residents.

CONDUCT RULES

1. Use of Streets, Parking Areas and Driveways

- 1.1 The speed limit of 20km per hour applies to all roads within the Estate. In the Village the speed limit is 40km per hour except where lower speed limits are indicated.
- 1.2 Hooters shall not be sounded in the Estate other than in the case of emergency.
- 1.3 Unlicensed drivers are not permitted to drive within the Estate.
- 1.4 The following rules shall apply to parking within the Estate:
 - 1.4.1 Broken down or un-roadworthy vehicles may not be parked on common property other than for short periods as may be approved by the Association.
 - 1.4.2 Owners / occupiers and their visitors shall park only on the driveways or in the garages of units or the areas of common property provided for parking. Access to and egress from parking bays must not be obstructed.
 - 1.4.3 Vehicles parked on the common property are parked at the owner's risk and neither responsibility nor liability shall be attached to the Blue Mountain Carenet Retirement Estate Property Owners Association (BMCREPOA) or any of its employees for any loss or damage suffered.
 - 1.4.4 No truck, trailer, caravan or boat may be parked in any parking area, roadside verge, including general open space visible to residents.
- 1.5 Owners / occupiers must ensure that their visitors drive their vehicles in accordance with the provisions of these rules.
- 1.6 Carports, shade ports or any similar structures may not be erected in parking bays, driveways or any other area of the property.
- 1.6 Parking bays may not be used for any purpose that is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 1.7 The BMCREPOA, Directors, their agents or servants shall not be liable for any death, injury, loss of, or damage to the property suffered by any person regardless of the nature thereof or the way such death, injury, loss or damage occurred.

2 Good neighbourliness

- 2.1 Household refuse must be kept in a hygienic and dry condition in black plastic bags in a suitable container. Recyclable waste should be placed in white or blue transparent bags and garden refuse in green bags. All bags must be placed adjacent to the road for collection by 08h00 on the specified day. If bags are put out the night before collection residents will be responsible for cleaning up garbage that may result from bags being damaged by animals or birds.
- 2.2 Owners / occupiers shall not dispose of any rubbish, food scraps or other waste on common property.
- 2.3 If unit owners are to be away on garbage collection days, bags may be deposited in bins situated in the depository area on the left of the entrance to the Haven. Alternatively, owners could arrange with neighbours for their bag/s to be put out for collection.
Household garbage must not be deposited in the garden refuse bins at the entrance to the Estate.

- 2.4 Laundry or washing shall not be dried on any part of a unit so as to be visible from any other unit or part of the common property.
- 2.5 No electric generating machinery may be used without the written consent of the BMCREPOA. Any generator installed must be of the silent type.
- 2.6 Owners are required to maintain the painted exterior of their homes, walls and fences to a high standard. The BMCREPOA may request owners to repaint or renovate their properties if, in the Association's opinion, the premises have become unsightly or dilapidated.
- 2.7 No item may be placed on patios or in gardens which, in the discretion of the BMCREPOA, is aesthetically displeasing or undesirable.
- 2.8 Members shall ensure that their units are kept free of termites, borer beetles, mice, rats and other vermin and harmful insects.
- 2.9 The volumes of sound arising from a unit, from whatever source including radios, television sets, human voices, instruments or tools shall be of such a level not to be an inconvenience to their neighbours.
Owners who are granted permission to keep a dog are obligated to ensure that their pet does not cause a disturbance by barking excessively. Clause 8.4 below has reference.
- 2.10 Wherever possible television dishes shall be affixed to units where they are least conspicuous and not on the gables.
- 2.11 Unit owners / occupiers should not store poisons or dangerous materials that may be hazardous to other unit owners.

3 Alterations and Renovations

- 3.1 Prior to undertaking alterations to units, owners must seek approval in principle from the BMCREPOA by submitting, for consideration, a sketch plan of the proposed alteration. Such work may include structural alterations such as the removal, creation or modification of a wall or any decorative work that changes the exterior appearance such as the installation of blinds or awnings.
- 3.2 In the case of structural alteration, if approved in principle, the BMCREPOA will advise neighbours in the vicinity to determine if there are any objections to the proposed work.
- 3.3 Subject to approval of the structural alteration the unit owner will arrange for three (3) copies of the professionally prepared plans to be submitted to the BMCREPOA and its duly authorized representative; the Design and Review Committee (DRC), together with the prescribed fee. Approved plans will thereafter be forwarded to the local authority for consideration.
- 3.4 A copy of the plan as approved by the municipal authority must reach the BMCREPOA prior to the commencement of work.
- 3.5 The unit owner and the appointed contractor must conclude the contractor's agreement prior to the commencement of work. It shall be the unit owner's responsibility to ensure that the contractor and his workmen comply with the terms and conditions thereof.
- 3.6 The exterior of units may only be re-painted in the colours approved by the BMCREPOA.

4 Selling of Units

- 4.1 Conditions of the Title Deed and the Memorandum of Incorporation specify conditions to be adhered to when units are sold. These include:
- 4.1.1 Written permission to sell is, in the first instance, obtained from the BMCREPOA.
 - 4.1.2 The seller must refer any offer to purchase to Carenet Properties Proprietary Limited (Registration No. 2006/028242/08) which company shall have a pre-emptive right to purchase at the same price and conditions mentioned in the offer to purchase.
 - 4.1.3 The purchaser must be forty nine (49) years of age or older with full legal competency.
 - 4.1.4 The BMCREPOA is provided with a medical report prepared by the medical health care service provider of the transferee. This can also be provided by the Nursing Services Manager at the Blue Mountain Haven.
 - 4.1.5 On registration of transfer the transferee becomes a member of the Association.
 - 4.1.6 The transferee agrees to be bound by these rules and the Memorandum of Incorporation. Agreement thereto is forwarded in writing to the BMCREPOA.
 - 4.1.7 The member has paid all levies and other amounts owing to the Association as at the date of transfer.
- 4.2 If units are to be sold or leased through the services of an estate agent the under-mentioned conditions will be adhered to:
- 4.2.1 The estate agent must be registered with the relevant board.
 - 4.2.2 The agent wishing to show the property must give advance notification by email to the BMCREPOA of the following:
 - 4.2.2.1 Affirmation of the owner.
 - 4.2.2.2 Details of the property.
 - 4.2.2.3 The name and contact number of the responsible agent.
 - 4.2.2.4 The date and time when the unit will be on show.
 - 4.2.3 Neither the agent nor the owner may erect advertising signs on the property without written permission of the BMCREPOA.
- 4.3 Estate agents must be in possession of the latest rules and regulations of the BMCREPOA and it is incumbent on them to ensure that prospective buyers / lessees fully understand and accept these conditions prior to concluding an agreement to purchase or lease.

5 Leasing / Letting Units

- 5.1 Unit owners are not permitted to enter into any agreement of lease or rental arrangement (whether in writing or verbal) without first completing the standard agreement of lease available from the offices of the BMCREPOA. The terms and conditions of this agreement will take precedence over any other agreement of rental that the owner may enter into with the tenant.
- 5.2 Prior to concluding the standard agreement of lease the owner or estate agent (if applicable) will hand to the prospective tenant a copy of the rules and regulations of the BMCREPOA. The tenant will signify, in writing to the BMCREPOA, his / her understanding and acceptance of the rules and regulations. In particular the tenant must be made aware of, and comply with, the requirements of clause 4.1.4 hereof regarding the provision of a medical report.
- 5.3 During the currency of the agreement the owner will remain responsible for the payment of all levies and any other costs or damages that the Association may incur with regard to the unit. The owner will retain the right to attend and vote at any general meeting of the Association.

- 5.4 On concluding the standard agreement of lease the tenant will immediately register with Clearwire to gain access to the communication system and also with the Security department so as to be permitted access to the premises.
- 5.5 For the duration of the lease the tenant will be allowed to make use of the services offered by the Blue Mountain Haven. This will include access to medical services and the use of a panic button.
- 5.6 Owners of units who elect to let their units through the services of an estate agent are required to bring to the estate agent's attention the conditions specified in clause 4.2 above. The conditions of this clause apply to both the sale and leasing of units.

6 Security

- 6.1 All incidents that might compromise security must be reported immediately to the Security Control Room at the local phone number 8000.
- 6.2 Main Entrance Gate.
 - 6.2.1 There is a 24 hour access control service at the entrance to the Blue Mountain Village. The booms at this entrance are operated by tags issued to residents by Security. In addition residents of the Estate are also issued with remote controls that activate the gate at the entrance to the Estate. These are encrypted with personal details and are not transferable.
 - 6.2.2 Lost tags and / or remotes should be reported to Security (ext. 8000) without delay.
 - 6.2.3 In the case of visitors to residents within the Estate, the duty security official at the main entrance will seek clearance by telephone from the resident before allowing the visitor access. For visitors, the gate at the entrance to the Estate is operated remotely from the main entrance. On exiting the Estate the gate opens automatically as a vehicle approaches.
 - 6.2.4 The main entrance gate is solely for the use of Blue Mountain Village and Estate residents, their visitors and emergency services.
Only residents will be allowed to use this entrance as pedestrians.
 - 6.2.5 The emergency gate will only be used in emergency situations and evacuations.
 - 6.2.6 No delivery vehicles, boats or trailers will be allowed to enter through the main entrance.
 - 6.2.7 Members are liable for the conduct of their visitors, house-sitters, contractors and employees and must ensure that they are aware of and adhere to the Conduct Rules.
- 6.3 Contractors' Gate.
 - 6.3.1 All contractors and delivery vehicles must use the Contractors' Gate which is in operation from 06h00 until 17h30 daily and from 07h00 to 13h00 on Saturdays. The gate is closed on Sundays and public holidays.
 - 6.3.2 Domestic staff must be registered with Security and make use of this entrance.
 - 6.3.3 Contractors and their employees are required to register for the duration of their contract before commencing work in the Estate.
 - 6.3.4 Blue Mountain does not tolerate intoxication in the workplace and all persons entering through the Contractors' Gate will be breathalyzed. Persons testing positive will not be allowed entry.

7 Administration

- 7.1 The Board of Directors imposes levies to meet the cost of managing the Estate and also to meet the Medical Service Provision Fee. In order to remain abreast of cost escalations the Board may, from time to time deem it necessary to adjust these levies.

- 7.2 The monthly levy and the medical levy are due and payable by no later than the first day of the month to the BMCREPOA. Fees due in terms of the Community Schemes Ombud Service Act (CSOS Act) are due and payable at the same time.
- 7.3 Interest at the maximum rate permissible in terms of the Usury Act may be raised on overdue accounts. Accounts three (3) months in arrears will be handed over for legal collection.
- 7.4 The Board of Directors may amend or add to these rules as it deems necessary to ensure the orderly co-existence of residents.
- 7.5 The Association shall have the right to fine transgressors of these rules and any fine so imposed shall be deemed to be an additional levy and will be payable and recoverable from the member.
- 7.6 In the event of the Association instituting legal action against the owner / occupier for any breach, such owner / occupier will be liable for all legal costs and collection commission and other expenses incurred by the BMCREPOA.
- 7.7 All owners / occupiers shall comply with the rules of the Blue Mountain Village HOA insofar as they relate to the conduct of landowners, their visitors, employees and pets.

8 **Pets**

- 8.1 New owners / occupiers may apply to the BMCREPOA for permission to bring their domestic bird, dog or cat into the Estate. Consideration will be given to the request on completion of the form entitled Request to Keep a Pet; forms are available from the offices of the BMCREPOA.
- 8.2 Dogs and cats, sterilized and neutered, with a standing height of no more than 50 centimeters measured from the floor to the top of the highest point of the animal's back may be permitted.
- 8.3 Rules specified in the form entitled Request to Keep a Pet, must be strictly adhered to. In addition to adhering to these rules owners will be required to comply with the George Municipal bylaws relating to the keeping of animals.
- 8.4 If a pet becomes a nuisance and the BMCREPOA receives three (3) or more complaints from residents within the vicinity, the Association will:
 - 8.4.1 Issue a written warning to the owner of the animal.
 - 8.4.2 On receipt of any further complaint a fine will be imposed on the owner.
 - 8.4.3 Upon receipt of any subsequent complaint the Association will, without incurring any liability, withdraw the permission allowing the animal to be kept on the Estate.
- 8.5 As a general rule dogs should always be on a leash when outside of the owner's property (including the Village). The owner will be responsible for removing any excrement deposited by the dog and for this purpose a bag or scoop should be carried when the dog is being walked.
- 8.6 To prevent dogs from straying from their owner's property residents must, with written approval of the BMCREPOA, erect white or cream picket fencing around their property in accordance with the guidelines and measurement as may be approved.
- 8.7 In exceptional cases only new owners may be allowed to bring two dogs into the Estate. On the demise of one of the dogs a replacement will not be allowed.

As a general rule owners will only be allowed one dog.

8.8 On the demise of a pet the owner will be required to file a new application as per clause 8.1 above, if the pet is to be replaced.

If the pet to be replaced is a dog approval may only be granted if the replacement is mature and trained.

8.9 No visiting pets will be allowed into the Estate without special permission of the BMCREPOA.

8.10 Dogs and cats must wear collars bearing the Blue Mountain tag indicating the contact details of the owner and the name of the pet. Tags can be obtained from the offices of the BMCREPOA.

9 Clubhouse

9.1 The Clubhouse is a recreation facility for the benefit of residents of the Estate and may be used free of charge for functions, classes of instruction and similar events that are open to all residents.

9.2 Residents may hire the facility for special functions such as birthdays, memorial services etc. A nominal charge to cover the cost of cleaning and electricity will be levied.

As parking within the Estate is limited non-residents attending functions may be required to park outside the Main Entrance to the Village.

10 Visiting Relations

10.1 Visiting relations younger than forty nine (49) years of age may reside for continuous periods of up to two months during which period they will be subject to the rules of the Estate. Applications to stay for longer periods must be submitted in writing to the BMCREPOA for consideration by the Board of Directors.

11 Gardens

11.1 Residents wishing to adopt common ground to enhance their gardens may apply to the BMCREPOA.

11.2 Residents are required to abide by the rules governing the introduction of non-indigenous plants and trees.

11.3 The Association will be responsible for the cutting and edge trimming of all lawns within the Estate.

11.4 Permanent fixtures may not be placed in gardens.

12 Dispute Resolution

12.1 Any dispute arising from the rules and regulations, including the cancellation, modification or interpretation thereof or arising from any other cause whatsoever shall be dealt with in accordance with the procedures set out below.

12.1.1 The issue must be brought to the attention of management at the offices of the BMCREPOA or it may be taken up with a member of the Board.

- 12.1.2 If not satisfactorily resolved within 14 days of being raised, the party will be requested to document the dispute where after this must be forwarded to the offices of the BMCREPOA. Following receipt of the dispute in writing the matter will be placed on the agenda for resolution at the following meeting of the Board of Directors.
 - 12.1.3 If the dispute requires urgent attention a special meeting of the Board will be called and the party raising the issue may be required to be in attendance at such meeting.
 - 12.1.4 If the dispute remains unresolved after the above procedures the concerned party may, after giving 14 days' notice in writing to the BMCREPOA, request that the dispute be referred to an expert as provided for in terms of the Memorandum of Incorporation.
 - 12.1.5 Only once all the above procedures have been unsuccessful will the party have the right to lodge the dispute with Community Schemes Ombud Service. The dispute will thereafter be dealt with in accordance with the provision of the CSOS Act.
- 12.1 As legal action is costly both for the property owner and also for the Association, every effort should be made to resolve disputes without resorting to the legal route.
- 12.2 Costs incurred in defending any legal action will, if not recovered from the owner, be included in the BMCREPOA's operating expenditure and as such will be recouped via the levies paid by all property owners.