

CAMELOT HOMEOWNERS' ASSOCIATION

CONDUCT RULES

A. AIM:

TO ASSIST BOTH NEW & EXISTING RESIDENTS TO APPRECIATE AND ENJOY THE LIFESTYLE THAT CAMELOT OFFERS AND TO ENCOURAGE EVERYONE TO RESPECT THE INTERESTS AND WELFARE OF ALL WHO LIVE HERE.

B. INTENTION OF THE CONDUCT RULES

To ensure that all residents have a basic understanding of those sections of Camelot Constitution that will lead to a harmonious co-existence with one another. To ensure that high standards of security, safety and housekeeping are achieved which will preserve and enhance the value of our properties.

It is trusted that the information provided by the appointed Committee of Trustees herein will assist all owners/occupiers to appreciate and enjoy all that Camelot has to offer and to encourage everyone to respect the interests and welfare of all who live here.

1. BUILDING, ARCHITETURAL AND DESIGN REQUIREMENTS

The following is aimed at preventing deviations from the overall design manual and to maintain the existing ambiance of the buildings.

- 1.1 No owner/occupier may without the prior written approval of the Trustees:
 - 1.1.1 construct, build or in any way erect any new buildings or structures of any form and nature whatsoever, (including swimming pools, before submitting properly drafted professional plans and a written motivation for approval by the Trustees;
 - 1.1.2 make any changes to the external colour scheme of the unit.
- 1.2 It is recognized that the Trustees of Camelot Homeowners' Association may:
 - 1.2.1 enforce any condition in order to harmonize the architectural style and design criteria of and the materials and colours to be used in all building or structures erected;
 - 1.2.2 appoint such advisors as may be necessary to scrutinize any proposed plans;
 - 1.2.3 impose a scrutiny fee, payable by the owner/occupier, to cover the costs of the services mentioned in paragraph 1.2.2 hereinabove.
- 1.3 The owner/occupier shall prior to the commencement of any building work (if plans were approved by the Trustees) pay to the Trustees a building deposit in an amount to be determined from time to time by the Trustees. The aforesaid building deposit will be deposited in the banking account of the Homeowners' Association.
- 1.4 On completion of the building work the Trustees shall, if they are satisfied that no damage has been affected to the landscaped area or common property, refund the building deposit to the owner/occupier.
- 1.5 In the event that the landscaped area and/or common area have been damaged as a result of the aforementioned building work, the owner/occupier shall have fifteen (15) days from date of notice by the Trustees to remedy the damage. Should the owner/occupier fail to remedy the damage to the satisfaction of the Trustees, the Trustees shall be entitled to call upon an independent contractor to repair such damage at the costs of the owner/occupier.

- 1.6 Should the costs of repair and as referred to in paragraph 1.5 herein above, not be covered by the building deposit paid by the owner/occupier, the shortfall will immediately become due and payable by the owner/occupier to the Trustees. Providing the foregoing shall not be interpreted as detracting from the sole and final responsibility of the Council to approve or reject building plans.

2. LEVIES/WATER ACCOUNTS PAYABLE BY THE OWNERS

- 2.1 Levies are due in advance, payable on the first day of each month and within 7 days after which interest at a rate to be determined by the Trustees, will be payable thereon. Accounts in arrears, in the discretion of the trustees, will be handed over to a firm of attorneys for collection. All additional administration, collection and legal costs will be for the owners account. All levy account queries should be placed in writing to the Management Agents appointed by the trustees.

Levy, water accounts and other HOA accounts are payable from hand-over/ occupation/ transfer of the property, which ever of hand-over/ occupation/ transfer occurs first. Levies will however be payable for the full month and not pro rata since hand-over/ occupation/ transfer date.

- 2.2 Changes to contact/address details are to be timeously advised to the Management Agents and/or Trustees.
- 2.3 No change to ownership on a levy statement will be undertaken until the owner selling his/her unit has obtained a levy clearance to affect transfer to the new owner.

3. USE OF CAMELOT AND COMMON PROPERTY

- 3.1 No owner/occupier of a dwelling may, without the prior consent of the Trustee Committee, use the house for any purpose other than residential purposes. It is further recorded that the maximum number of people to stay in a house will be as follows: (Adults and children combined):

- two bedroom house: four people
- three bedroom house: six people
- four bedroom house and other bigger bedroom houses: eight people

No staying in the backyards will be allowed. No staying in Wendy houses, caravans, tents or any other sheltering in backyards/ front yards will be allowed.

No trailers/ boats/ caravans may be parked/ stored in front yards. This may only be done at the back of a property, behind a gate that can close, so that these objects can be out of site.

- 3.2 Place or display any object, sign, notice, billboard or advertisement on the common property or unit so as to be visible from outside the building.
- 3.3 Remove any shrub, tree or plant, or plant any additional shrub, tree or plant on the common property.
- 3.4 Washing lines need to be erected in such a manner that it will not be visible from the street or from any part of the common area. The hanging of washing or any other items, or the erecting of washing lines on any part of any dwelling or the driveway, is not permitted.
- 3.5 An owner/occupier may not deposit or throw on the common property any rubbish/litter.
- 3.6 An owner/occupier may not mark or otherwise damage or alters any part of the common property.
- 3.7 Borehole, Pond and Park area: The borehole and pond area is out of bounce to all residents/ family/ visitors. None of any of the equipment in these areas may be tampered with. It is further recorded that no children may use/ play on the park area without the supervision of their parents.

4. SECURITY

- 4.1 Anybody found tampering with any of the below-mentioned security devices, will be totally responsible for the cost of any damage incurred:
- 4.1.1 The security boom, security gates, the electrical fence and security booth. All owners/ Visitors enter on own risk.
- 4.1.2 Street Lighting within the complex is strategically placed and should not be tampered with.
- 4.2 Hawkers/Beggars/Job Seekers, are **not** permitted entry to Camelot.

5. DISTURBANCE, NOISE, GAMES ETC

- 5.1 No owner/occupier shall permit anything to be done in a dwelling or on common property which constitutes a nuisance or an unreasonable invasion of the privacy of other occupiers or units or permit or make any disturbance or allow their children, guests, or other persons for whom they are responsible, to make any disturbance or noise which in the opinion of the trustees, in their sole and absolute discretion, would constitute an invasion of the Right of Privacy of the other owners/occupiers.
- 5.2 Children must be warned to observe road rules and undue invasion of the privacy of other occupiers or homes at all times.
- 5.3 **Pets** – Only dogs and cats will be permitted at Camelot. A maximum of two dogs and two cats per household will be permitted. No reptiles will be permitted. Any other pets need to be applied for in writing to the trustees, via the offices of the Managing Agents. The trustee's decision will be final and not negotiable.

Noisy pets at houses or the wandering of pets on the common areas is not permitted. Dogs shall be leashed at all times whilst in the common area. Should a pet foul the common property or any exclusive use area, the owner of the pet concerned is required to remove the excrement and dispose of it in an hygienic manner.

The keeping of pets will be a privilege and not a right. Please take note that should a pet become a nuisance to fellow residents, the trustees have the right to instruct the owner of such pet(s), to remove same from the premises of Camelot. This is at the full discretion of the trustees.

Only Standard size dog kennels will be allowed and must be kept at the back of the premises, not visible from the front. No wendy house, dog houses or any other type house may be utilized as a kennel for a dog.

6. MAINTENANCE

- 6.1 An owner/occupier shall be obliged to maintain all existing building work and approved alterations, additions and/or decorations in a state of good order and take all reasonable steps to keep it clean, hygienic, neat and attractive condition. This includes the gardens of all owners.
- 6.2 Maintenance of Front Lawns – A garden and landscape company has been employed to cut, trim and maintain the front garden of each house and also the communal public open spaces. Owners are to maintain their own back gardens.

7. HEALTH ASPECTS

- 7.1 Household refuse: A private company will be employed to collect same. Owners/ Occupiers are responsible to put out their own refuse bins for collection. All owners/occupiers to ensure that household and (if approved by the refuse removal company) small items of garden refuse are placed in black bags inside the bins.
- 7.2 The bins are to be collected on the same day the refuse have been removed, and after removal of refuse, to be placed within the boundry walls of each owner/ occupier. (If applicable, this includes recycle refuse bins).

- 7.3 Clause 7.1 and 7.2 will similarly apply should the trustees, the Local Authority, or any other refuse removal company require that the owner/ occupier place the bins in another designated area for collection.
- 7.4 The storing of dangerous and inflammable materials in bulk quantities is strictly prohibited. The storage of such material could invalidate building insurance and could result in substantial loss at Camelot for which the responsible owner/occupier shall be liable.
- 8. TRAFFIC AND PARKING/ TRUCKS ENTERING CAMELOT**
- 8.1 Road Vehicles – Road signs shall at all times be strictly observed by motorists, pedestrians and cyclists. All owners/occupiers shall ensure that their vehicles, and that of their visitors, do not drip oil or brake fluid on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner/occupier concerned. No major repairs to any vehicle on any portion of common property will be allowed.
- 8.2 Speed of all Vehicles – Vehicles driven on the roads within Camelot, should not drive faster than 20 km/h and should be driven in a safe manner and with due regard to other road users/pedestrians and owners/occupiers of units.
- 8.3 Parking Areas – Owners/occupiers should not park in a manner that obstructs the flow of traffic, ie. Roadways, obstructing entry/exit of other owners/occupiers, nor park on grass verges or in front of fire hydrants. Vehicles should also not be parked on the wrong side of the road. (Traffic flow).
- 8.4 Boats, caravans and trailers may not be parked on the driveway of any property for any length of time and should be parked behind a closed gate inside the property.

TRUCKS ENTERING CAMELOT

It is recorded that no vehicles/ trucks/ delivery vehicles > of 3 tons, or any vehicle with more than four wheels, will be allowed to enter Camelot. Removal vehicles will also not be allowed to enter and removal companies should make use of smaller vehicles to transport household furniture and goods to owners/residents within Camelot.

9. INSURANCE

Camelot Homeowners' Association have no responsibility whatsoever for the Insurance of the contents or structure of any particular dwelling, which is the sole responsibility of the owner/occupier.

The owner/occupier shall not do or permit to be done in his/her section or on the common property, anything which will or may increase the rate of premium payable by the Association on any insurance policy or which may tend to vitiate any such insurance policy.

10. STORAGE

The owner/occupier shall not place on any part of the common areas any storage items that in the discretion of the Trustees, is aesthetically displeasing. No visible storage of any item of an unsightly nature will be permitted on garage access paving or elsewhere.

11. LETTING OF UNITS

- 11.1 All tenants of houses and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with all the relevant Rules and the Constitution of the Association.
- 11.2 Condition of Lease – Should any owner let his/her unit then he/she shall make it a condition of the lease to the tenant that the tenant and/or sub-tenant will be bound to comply with all the provisions of the Rules.

It is a requirement that the owner or his/her agent must furnish the tenant (and subsequent tenant(s) with a copy of the Rules to form an integral part of any lease agreement entered into.

Visitors/ Tenants: Owners take full responsibility for the actions of their visitors and tenants. The trustees, Homeowners' Association and Managing Agents will only work through owners and not visitors or tenants. Should any visitors or tenant be in breach of any Conduct Rule or the Constitution, the owners will be held responsible. If necessary, the owner will be fined. Should expenses occur as a result of the breach of any Rule, the Constitution or damage to private or communal property by an owner/ tenant/ visitor/ family, the owner will be held responsible and liable for any expenses.

12. ERADICATION OF PESTS

An owner/resident shall keep his/her unit free of white ants, borer and other wood destroying insects.

13. DOMESTIC WORKERS

Domestic employees employed by owners/ occupiers are allowed at Camelot. The trustees reserve the right to impose conditions applicable to domestic workers.

14. USE OF UNITS/ WENDY HOUSES

Except with the express written permission of the Trustees, no owner shall use or permit their dwelling to be used for any purpose other than residential.

No wendy houses will be allowed at any premises of Camelot.

No slaughtering of any animals will be allowed at any of the properties, as well as the public open space.

15. REPEATED INFRINGEMENT OF RULES

The Trustees may, if deemed necessary, take action on owners/occupiers who repeatedly breach any of the Rules contained herein. Owner/ Occupiers transgressing these Conduct rules are subject to fines issuing by the trustees and/ or the Managing Agents. The trustees have the right to determined these fines and change it from time to time. All fines will be added to the monthly levy statements and will be payable on the 1st of every month, when normal levies are also payable.