

DEAUVILLE HOME OWNERS' ASSOCIATION

CONDUCT RULES

- A. **AIM:** TO ASSIST BOTH NEW & EXISTING RESIDENTS TO APPRECIATE AND ENJOY THE LIFE STYLE THAT THE COMPLEX 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 the 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 the complex has to offer and to encourage everyone to respect the interests and welfare of all who live here.

1. **BUILDING, ARCHITECTURAL AND DESIGN REQUIREMENTS**

The following is aimed at preventing deviations a from the overall design manual and to maintain the existing ambiance of the complex. [Refer Annexure hereto for efficient handing of plans.

- 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 the Home Owners' Association may:
- 1.2.1 Enforce any condition in order to harmonise 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 at may be necessary to scrutinise 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 an interest bearing trust a count at the management agents for the benefit of the owner/occupier.
- 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 afore-going 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 of three [3] months will be handed over to a firm of attorneys for collection. All levy/water account queries should be placed in writing to the Management Services appointed by the Association. Methods of payment could be either in the form of cheque, debit order or telephonic/electronic transfer.
- 2.2 Changes to contact / address details are to be timeously advised to the Management Services 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 new owner.

3. USE OF COMPLEX AND COMMON PROPERTY

- 3.1 No owner/occupier of a unit may, without the prior consent of the Trustees Committee, use the complex for any purpose other than residential purposes.
- 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 on or in the common property
- 3.4 Erect his/her own washing lines nor hang any washing or other items on any part of any unit or driveway, or the common property so as to be visible from outside the building or from any other unit and/or common property.
- 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 alter any part of the common property.

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 electric fence above the perimeter wall. It is live at all times and monitored on a 24 hour basis. Do not touch the wiring, as, although it is non-lethal, it will give a nasty shock and cause a call out from ADT (still to be agreed to).
 - 4.1.2 Entrance Gates: Do not tamper with the gates/pedestrian button. Be vigilant of any unauthorised persons/vehicles around the gates and ensure at all times closure of gates after exit/entry.
 - 4.1.3 Remote Controls [2 issued per unit]: Under no circumstances are owners/occupiers of units to hand these to anyone who does not live in the complex, e.g. garden services, repair or building persons, or domestic workers [refer item 11]
 - 4.1.4 Street Lighting within the complex is strategically placed and should not be tampered with.
- 4.2 **Visitors / Strangers Access [on foot or by car].** In the interests of communal security, visitors/strangers should not be given access to the complex other than by making use of Mircom telephone system at the Parade Ring Road entrance. If a cell number is to be entered on the Mircom system, a monthly premium may be levied and recovered via the monthly statements.
- 4.3 **Hawkers/Beggars/Job Seekers**
The above are not to be permitted entry into the complex

5.1 **DISTURBANCE, NOISE, GAMES, etc**

No owner/occupier shall permit anything to be done in a unit 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**

Noisy pets or the wandering of pets on the common areas is not permitted. Dogs shall be leashed on 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

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.

6.2 **Maintenance of front lawns**

A garden and landscape company has been employed to cut, trim and maintain the communal garden and external perimeter areas.

7. HEALTH ASPECTS

7.1 Household and Garden Refuse

57 Council bins are provided and stored in the bin rooms adjacent to the main entrance gate. All owners/occupiers to ensure that household and small items of garden refuse are placed in black bags inside the bins, and are placed inside the bin rooms [preferably between Friday and Sunday of each week].

At present Council collection is on Monday mornings. The bins are cleaned and sanitised each Monday.

Household and garden rubbish or similar litter should not be dropped or left at the entrance to bins rooms or on the common areas or disposed of down the storm water drains.

7.2 The storing of dangerous and inflammable materials in bulk quantity is strictly prohibited. The storage of such material could invalidate building insurance and could result in substantial loss to the complex for which the responsible owner/occupier shall be liable.

8. TRAFFIC AND PARKING

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. Only vehicles owned by owners/occupiers may be washed on the common property.

8.2 Speed of all Vehicles

Vehicles driven on common property roads should not drive faster than 15 kms 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**
Parking of vehicles by owners/occupiers should be as arranged for in the complex house designs. Owners/occupiers should not park in a manner that obstructs the flow of traffic, i.e. roadways, obstructing entry/exit of other owners/occupiers, nor park on grass verges or in front of fire hydrants. If sufficient parking space is not available in designated areas at units, or visitors' bays, suggest visitor's park outside the complex.
The designated visitors bays {main gate entrance} are solely for the short-term use of bona fide visitors and may not be used by residents for parking or storage of vehicles/boat/trailers or other items.
9. **INSURANCE**
The Home Owners' Association have no responsibility whatsoever for the Insurance of the contents or structure of any particular unit, 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 units 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.
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**
Owners/occupiers must take full responsibility for the entrance/exit of their domestic workers/gardeners.
14. **USE OF UNITS**
Except with the express written permission of the Trustees, no owner shall use or permit their section to be used for any purpose other than residential. Owners/occupiers to park inside garages to alleviate undue parking of vehicles in roadways.
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.

ANNEXURE TO BUILDING, ARCHITECTURAL & DESIGN REQUIREMENTS [Item 1]
BUILDINGS ETC

Plans drawn to scale are required for additions to main house and structures in gardens, i.e. Veranda's, Wendy Houses, carports, etc.

- 4 detailed drawings are required for submission to the Council, and
- 2 copies of above for the Trustees Committee
 - A short letter of motivation
 - Materials to be used to be clearly stated
 - Scrutiny fees may be applicable in the form of a deposit [to be advised]

SWIMMING POOLS

- 3 detailed drawings for submission to Council, and
- 2 copies of above for the Trustees Committee
 - Pool edge to be 1 metre from boundary wall
 - Placing of pump to be shown on plan
 - Back wash: Outlet to be either in own garden or linked to nearest sewerage outlet within the unit. NOT storm water outlet or roadways leading into common areas or outside roadways [Council requirement]

GUIDELINES: UNITS FOR SALE, LEASE OR ON SHOW

1. The management Company and/or Trustees Committee to be informed in writing of dates/times, before the event, or units to be placed "on show".
2. All signs erected, to be placed in estate agents stands and placed on grass verge of relevant unit and removed at end of day of "show houses".
3. Owner and relevant agent to manage the entry and exit of potential buyers. It is suggested that potential buyers park outside the main gates and taken to the relevant unit by the agent/owner. These persons to be taken to the main gate to exit.
4. The sale or lease of units by the owner: The request to place signs at front door entrances to units, to be in writing to the Management Company and/or Trustees. Details of type of notice and placement to be set out.
5. Notice boards placed on common areas of the complex or buildings will not be permitted.