

Camelot Park Villas

Rules and Regulations

Revised November 2015

General

This is a summary of all existing Rules and Regulations governing the actions of owners and guests within Camelot Park Villas as created by various Boards. The Board of Directors has the authority to adopt and amend any reasonable rule and regulation concerning the use of the CC&R's.

Violations

Please report any violations to Kinney Management Services at 480-820-3451 x 201 – Community Manager Debbie Tribioli. If the violation is one the manager can witness herself no additional paperwork will be required. If not, then the homeowner making the complaint will need to complete a violation complaint form.

Enforcement

Upon a valid violation a letter will be sent to the owner and/or resident if applicable. If not cured quickly a second letter will be sent followed by a third letter, each at least 14 days in between to allow time to obtain compliance. Following that the board will review the violation and make a decision on continuing legally.

Rules & Policies

1. Section 6.8 Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed, serviced or repaired on any Lot, Common Area street (public or private) or other property as to be Visible from Neighboring Property, and no inoperable vehicle may be stored or parked on any Lot, Common Area, street (public or private) or any other property so as to be Visible from Neighboring property; provided however, the provisions of this Section shall not apply to emergency repairs. No automobile, motorcycle, motorbike or other motor vehicle shall be parked upon any street (public or private) within the Project.

Clarification: Parking is permitted in garages, driveways or overflow parking at the end of the Taylor and Bendix cul de sacs. Also exempt from this parking provision are municipality emergency and repair vehicles i.e. police, fire, water, electric and telecommunication.

2. Section 6.1 Residential Use. All Lots shall be used, improved and devoted exclusively to Single Family Residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot.

3. Section 6.23 Garages and Driveways. The interior of all garages constructed on the Property shall be maintained by the respective Owners thereof in a neat, clean and sightly condition. Garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities without the prior written approval of the Architectural Committee. All driveways shall be of concrete construction. Garage doors shall be left open only as needed for ingress and egress.

4. Section 5.4 Supplemental Assessments. In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will, become inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of assessments by the Members, it shall immediately determine the approximate amount of such inadequacies for such fiscal year and prepare a supplemental budget and levy a supplemental assessment against each Lot in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Notice of any such supplemental assessment shall be given to each Owner. The supplemental assessment shall be paid on such dates and in such installments as may be determined by the Board.

5. Section 6.10 Trash Containers and Collection. No garage or trash shall be placed or kept on any property except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible from Neighboring Property, except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. The Board shall have the right to require all Owners to place their garbage or trash containers at a specific location for collection or to require all owners to subscribe to a trash collection service. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

6. Section 6.2 Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be final and shall be enforceable to the same extent as other restrictions contained in this Declaration.

Clarification: Owners are responsible for picking up pet waste. Failure to do so will result in violations.

7. Section 6.21 Leasing of Lots. No Owner may lease LESS than their entire Lot. No Lot may be leased for a period of less than thirty (30) days. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Project Documents and any failure by the lessee to comply with the terms of the Project Documents shall be a default under the lease. Upon leasing his Lot, an Owner shall promptly notify the Association of the commencement date and termination date of the lease and the names of each lessee or other person who will be occupying the Lot during the term of the lease.

8. Section 6.5 Improvements and Alterations. No improvements, alterations, repairs, excavations, landscaping or other work which in any way alters the exterior appearance of any Lot, or the Improvements located thereon, from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to a Purchaser, shall be made or done without the prior written approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, landscaping, residence or other structure (except for Improvements initially constructed by the Declarant) shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee. No change or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decision of the Architectural Committee shall be final and no Owner or other parties shall have recourse against the Architectural committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping. All building or structures erected upon the Property shall be of new construction and no building or structures shall be moved from other locations onto the Property without the prior written approval of the Architectural Committee.

Clarification – NO CHANGES, ***FRONT OR BACK*** THAT ARE VISIBLE FROM NEIGHBORING PROPERTIES IS PERMITTED WITHOUT ***PRIOR APPROVAL*** BY THE ARCHITECTURAL COMMITTEE.

9. Section 14.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Section 6.9 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property, and no odors shall be permitted to arise therefore so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any property.

11. Article 9, Section 9.2 of CPV CC&Rs makes clear it is the Association's responsibility to 'maintain, repair and replace' the landscaping on the front Lots. The 2015 Board of Directors further interprets that the Association will also determine whether or if to replace a shrub or tree, and if so, with which type of plant material in consultation with the affected homeowner. Because homeowners do in fact OWN the plants and trees on their Lots, they may apply to the Association Board of Directors for approval should they desire to remove and/or replace a tree or shrubbery on their Lot at their own expense. This will be handled much the same as Architectural Requests with a 'Landscaping Modification Request'. Owners making such requests will be asked to select from the 'Schedule of Recommended Trees and Plants' furnished online.

SWIMMING POOL RULES

1. KEEP THE POOL GATE CLOSED AT ALL TIMES.
2. NO LIFE GUARD IS ON DUTY. CHILDREN UNDER THE AGE OF 14 YEARS OF AGE MUST HAVE ADULT SUPERVISION.
3. POOL FACILITY IS FOR OWNERS AND RESIDENTS. GUESTS MUST BE ACCOMPANIED BY OWNER OR RESIDENT.
4. NO DIVING ALLOWED – SHALLOW WATER.
5. NO GLASS CONTAINERS ALLOWED IN POOL AREA.
6. NO PETS ALLOWED IN POOL AREA.
7. RUNNING, SPLASHING, SHOIVING OR DUNKING IS NOT PERMITTED.
8. PROFANITY, IMPROPER BEHAVIOR AND INTOXICATION ARE NOT ALLOWED.
9. NO LOUD NOISE PERMITTED AT ANY TIME.
10. SWIMMERS MUST WEAR APPROPRIATE SWIMMING ATTIRE.
11. DO NOT REMOVE POOL FURNITURE OR EQUIPMENT FROM POOL AREA.
12. ALL PERSONS VISIT THE POOL AT THEIR OWN RISK. OWNERS AND MANAGEMENT ARE NOT RESPONSIBLE FOR ACCIDENTS AND INJURIES.
13. MANAGEMENT RESERVES THE RIGHT TO DENY USE OF THE POOL TO ANYONE OR CLOSE THE POOL AT ANY TIME.