

BY LAWS Relevant to your stay

3. GENERAL APPEARANCE OF LOTS

No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations of work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system). An owner or occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

5. APPEARANCE OF LOTS

- (a) Subject to paragraph (b) of this by-law and by-law 36, an owner or occupier of a Lot will not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or any part of his Lot in such a way as to be visible from outside the Lot.
- (b) The Manager is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.

6. WATER APPARATUS

- (a) An owner or occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such proprietor or occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. LIGHTING AND HEATING OF LOTS

The proprietor or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

8. STORAGE OF FLAMMABLE LIQUIDS, ETC.

An owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11. KEEPING OF ANIMALS

- (a) The occupier of a lot must not, without the Body Corporate's written approval:
- (i) bring or keep an animal or a bird on the lot or the common property; or
 - (ii) permit an invitee to bring or keep an animal or bird on the lot or the common property.
- (b) The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal or a bird onto the lot or the common property.
- (c) By-laws 36 (a) and (b) do not apply to a Seeing Eye dog.

12. NO VARIATION TO APPEARANCE

Subject to By-law 36, an owner or occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

13. ANTENNAE

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

14. SECURITY OF LOTS

All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. INSURANCE

An owner or occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

16. NUISANCE

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the proprietors and occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other proprietors or occupiers without the prior written consent of the Body Corporate;

- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other proprietors and occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00pm must be requested by their hosts to leave quietly and quietness must also be observed when proprietors and occupiers return to their Lots late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the occupier or proprietor thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

17. OBSTRUCTION

An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. Subject only to by-law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such proprietor or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

18. DEPOSITING RUBBISH ON COMMON PROPERTY

An owner must not:

- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another proprietor or occupier or of any person lawfully using the Common Property,
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the proprietor or occupier concerned.

19. GARBAGE DISPOSAL

An owner or occupier of a Lot must:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage.

20. DAMAGE TO LAWNS, ETC. ON THE SCHEME LAND

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate. use for his own purposes as a garden any portion of the Common Property.

21. DAMAGE TO THE COMMON PROPERTY OR LOT

An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Common Property asset except with the consent in writing of the Body Corporate.

22. COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC

An owner or occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.

23. VISITORS' CAR PARKING

- (a) The Committee may in its absolute discretion by written notice from time to time to the proprietors, mortgagees and occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of occupiers of lots.
- (b) An occupier of a Lot must use his best endeavours to ensure that his invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the committee has nominated under this by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme land without the prior written consent of the Committee.

24. USE OF CARAVANS, ETC. AND HEAVY VEHICLES

- (a) An owner or occupier of a Lot must not drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.
- (b) For the purposes of this by-law "Improvements" includes Lots, buildings, swimming pools, outdoor recreation areas, entertainment areas, walkways, paths, driveways, landscaping, irrigation, drainage facilities and any other structures or improvements.

25. INSPECTION OF LOTS

- (a) Upon one (1) days' notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect In the said installations or equipment (at the expense of the proprietor or occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

- (c) The Committee in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such proprietor or occupier as is reasonable in the circumstances.

26. OBSERVANCE OF THESE BY-LAWS

The duties and obligations imposed by these by-laws on an owner or occupier of a Lot must be observed not only by such proprietor or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier. An owner or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the Common Property

27. REPAIRS BY THE BODY CORPORATE

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these by-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such proprietor or occupier or any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

28. CONTRACTORS

An owner or occupier of a Lot must not direct or instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee Representative, who shall in turn refer the same to the Committee for determination.

29. NOTIFICATION OF INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot, the proprietor or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

30. NOTICES TO BE OBSERVED

An owner or occupier of a Lot must observe the terms of any notice displaced on any part of the Common Property by authority of the Committee or of any statutory authority.

31. RULES RELATING TO COMMON PROPERTY

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these by-laws and the same must be observed by the proprietors or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

32. TIMES FOR USE OF RECREATION AREAS

The Recreation Areas must not be used between the hours of 10:00 pm and 7:00 am or such other hours as agreed by the Committee and the Manager.

33. RULES FOR USE OF RECREATION AREAS

All proprietors or occupiers of Lots when making use of the Recreation Areas must ensure:

- (a) that his invitees and guests do not use the same or any of them unless he or another proprietor or occupier accompanies them;
- (b) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult proprietor or occupier exercising effective control over them;
- (c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Manager may arrange for the implementation of systems for the mutual benefit of all owners and occupiers of lots in the Scheme Land.

38. SPEED LIMITS

An owner, mortgagee or occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Manager (the Speed Limit) while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.