

NEO North Lakes By-Laws

1. Conduct

- 1.1 A Resident must not make or permit any noise (including without limitation the playing of amplified music) likely to unreasonably interfere with the peaceful enjoyment of other Residents.
- 1.2 A Resident must take all practical means to minimise annoyance to other residents, including closing doors, windows and curtains and taking such further reasonable steps as may be within their power.
- 1.3 An Invitee leaving after 10pm must be requested to leave quietly. Quietness must also be observed when A Resident returns late at night or in early morning hours.
- 1.4 Residents must -
- (a) take all reasonable steps to ensure that an Invitee does not obstruct any other persons' lawful use of the Common Property or A Resident's Lot;
 - (b) take all reasonable steps to ensure that Invitees comply with these By-Laws and any rules made by the Committee. In the event of A Resident's inability for any reason to ensure such compliance by any Invitee it shall thereupon:-
 - withdraw the invitation of that person to be upon a Lot or Common Property; and
 - ensure that such person immediately leaves the Scheme Land.
- 1.5 The Resident of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or facilities or assets caused by such Resident or their Invitees.

Carparking & Driveways

- 1.6 All visitor car parking spaces, the driveway and the car/vehicle turning areas as indicated on the Approved Drawings and which are part of the Common Property (or use of which is granted pursuant to the BMS), shall not be designated for the exclusive use of any Lot and must be available for use by all Invitees to the Scheme.

Obstruction

- 1.7 A Resident must not obstruct the lawful use of the Common Property by another person.
- (a) Residents must not, without the Body Corporate's written approval –
 - (i) Park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (ii) Permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
 - (b) An approval under subsection 2.8(a) must state the period for which it is given, with the exception of designated visitor car parking.
 - (c) The Body Corporate may cancel the approval given under Clause 2.8(a) by giving seven (7) days written notice to A Resident, with the exception of designated visitor car parking.
- 1.8 Residents must not park in any car parking spaces designated by the Body Corporate for use by visitors.
- 1.9 Residents must observe and comply with any car parking signs erected on the Common Property and comply with all reasonable directions of the Body Corporate in relation to the parking of motor vehicles on the Common Property.

- 1.10 Residents must only use the parking areas provided for the purpose of parking motor vehicles and must not conduct repairs or other works on any vehicle, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.
- 1.11 Vehicles must be driven safely and at a safe speed.
- 1.12 A Resident of a Lot shall not ride bikes, skateboards, roller-blades, or the like, on the Common Property roads, paths, parking areas or any other area without the written permission of the Body Corporate.
- 1.13 A Resident of a Lot shall not permit their children to play on the vehicular roads of the Scheme.
- 1.14 A Resident must not, without permission of the Body Corporate, permit any car parking space allocated for their use to be rented, leased out, or in any way whatsoever utilised by any person who is not residing in the Scheme Land.
- 1.15 Operation of heavy vehicles and/or waste collection vehicles must only occur in the approved "Loading and Servicing" area during the hours of 7 am and 7 pm Monday to Saturday.

Notice of accidents

- 1.16 If A Resident or A Resident's agent, contractor or visitor is involved in an accident on Common Property, the Resident must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

Bicycle Racks

- 1.17 2.18 Bicycles shall only be stored in bicycle racks provided by the Body Corporate (if any) or in the Resident's car park space, and must be locked to prevent theft.
- 1.18 Bicycles may only be brought into and out of the Scheme by way of the carpark entry.
- 1.19 Bicycles are not permitted to be taken into any Lift or Lot in the Scheme.

2. Use

Residential use

- 2.1 Each Lot must be used for residential purposes only, except for Lot 5, which may be used for residential purposes and for the purpose of providing the services of caretaking and building management and letting and sales services. The Resident of Lot 5 may, without the consent of the Body Corporate Committee, display signs or notices on the Common Property or on the Lot for the purpose of offering for sale or for lease or for letting any Lot in this Scheme and in the Commercial Scheme.

Display Unit

- 2.2 While the Original Resident remains A Resident of a Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains A Resident as a display dwelling and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Resident to inspect any such Lot. For such purposes, the Original Resident shall be entitled to use such signs, advertising or display material in or about the Scheme as it thinks fit, and such signs shall be attractive and have regard to the general appearance of the Scheme. The Original Resident shall also be entitled to carry out promotional and marketing functions from the Common Property, provided reasonable steps are taken to minimise the disturbance to other Residents of Lots in the Scheme.

Common Property

- 2.3 The communal open space areas, swimming pools, pool surrounding, recreation area, internal footpaths and pedestrian routes, buffer landscaping, lobbies and bin storage area shall form part of the Common Property and shall not be designated for the exclusive use of any Lot.

Interference with or Damage to Common Property

- 2.4 A Resident must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, the Common Property except with the consent of the Body Corporate.
- 2.5 **Clause 2.4** does not prevent A Resident, or person authorised by him, from installing any locking or other safety device for the protection of his Lot against intruders where such device is first approved by the Body Corporate and is constructed and installed in a workmanlike manner, and complies with all building and fire regulations, and is maintained in a state of good and serviceable repair by the Resident and does not detract from the amenity of the Scheme. This Clause does not give authority to A Resident to install a security door in front of any fire door on the Lot.
- 2.6 A Resident must not damage or remove any lawn, garden, plant or part of a plant on the Common Property without the consent of the Body Corporate.
- 2.7 A Resident shall not without prior authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool (or add any chemical or other substance to the same), garden/lawn automatic irrigation equipment, automatic gates or intercoms, or any other asset or facility owned by the Body Corporate.

Rubbish disposal

- 2.8 A Resident must –
- (a) not deposit or throw upon the Common Property any paper, rubbish, refuse, unwanted material, cigarette butts, dirt, dust or other thing likely to interfere with the peaceful enjoyment of the Resident of another Lot or of any person lawfully using the Common Property;
 - (b) ensure that all refuse is removed from the Lot on a regular basis;
 - (c) ensure that any wet refuse that is generated is removed from the Scheme Land on a daily basis;
 - (d) comply with all local authority by-laws and ordinances relating to the disposal of refuse;
 - (e) ensure that the health, hygiene and comfort of the Resident of any other Lot is not adversely affected by his disposal of refuse; and
 - (f) ensure that all refuse bins are deposited at the nominated refuse collection point on the Common Property, and comply with all reasonable directions of the Body Corporate in relation to the storage of refuse bins and the disposal or recycling of refuse;
 - (g) ensure that the size of any bin will be such that the lid of any bin, when not in use, must not be raised above the horizontal or unable to be locked;
 - (h) not throw anything out of the Lot onto the Common Property, including dirty water, or any other substance.
- 2.9 The Body Corporate must -
- 2.10 maintain an appropriate area on the Scheme Land for the storage and collection of refuse, including recyclable, in a position which is accessible to service vehicles; and

2.11 ensure that any waste liquids (including waste water from washdown and sanitising operations) are directed to the sewerage system under the conditions of a trade waster approval, or collected for recycling or disposed of by a licensed contractor at a liquid waste treatment facility.

Aerials

2.12 Outside radio, satellite or television aerials, receiver dishes or similar device must not be erected or installed without the Body Corporate's consent.

Storage Areas

2.13 The storage areas indicated on the Approved Plans are to be used only for the purpose of storage and not for any other use.

Pool

2.14 Noise levels for the pool filter and pump are to comply with the Environmental Protection Authority noise levels as stated in the Environmental Protection Regulation 1998 as amended from time to time.

2.15 Residents, occupiers and their guest may use the swimming pool constructed on the Common Property in accordance with the following rules, and the 'Pool Rules' signage erected in or near the facility. The Committee may modify these rules or any signage at any time.

- (a) Children below the age of 12 years are not allowed in or around the Pool Area unless accompanied by an adult exercising effective control over them;
- (b) Glass containers or receptacles of any type are not to be taken to the Pool Area; Title Reference - Part of 50899542 Page 10 of 21
- (c) Residents, occupiers, guests or invitees shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by others;
- (d) The pool shall not be used by a guest unless accompanied by the Resident;
- (e) The dress standard shall be in line with that for bathing at the Local Council public pools. The dress standard for the pool may be altered by the Committee.
- (f) Drunk and disorderly, or loutish behaviour is not permitted in the Pool Area.

Gym

2.16 Residents, occupiers and their guest may use the gym constructed on the Common Property in accordance with the following rules, and the 'Gym Rules' signage erected in or near the facility. The Committee may modify these rules or any signage at any time.

- (a) Children below the age of 14 years are not allowed in or around the gym;
- (b) Appropriate gym shoes are to be worn at all times, no bare feet are allowed in the gym;
- (c) Glass containers or receptacles of any type are not to be taken into the gym;
- (d) The gym shall not be used by a guest unless accompanied by the Resident;
- (e) No use shall be made of the gym facilities which involves damage, inconvenience or nuisance to any Resident or which causes damage to the surface, fixtures, fittings or equipment in the gym.
- (f) Drunk and disorderly, or loutish behaviour is not permitted in the gym.
- (g) Auction and Advertising

- 2.17 Except for the Original Resident of a Lot, A Resident must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee.
- 2.18 Except for the Original Resident, A Resident must not permit any 'For Sale' sign to be placed on their Lot or the Common Property, without the prior written permission of the Committee. Such permission cannot be granted by the Committee while the original Resident maintains a display unit in the Scheme.

Use of Car space

- 2.19 Car parking spaces must not be used for storage, except storage of household furniture and belongings in a storage device permitted with the approval of the Body Corporate.

Moving Goods and Furniture

- 2.20 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the Service Contractor, who will nominate a time and lift to be used for the purposes of such moving.
- 2.21 Protective lift covers must be used for all moves.
- 2.22 The Service Contractor may require that the Resident pay a security deposit to secure payment of the cost to make good any damage caused by the Resident in moving.

3. Appearance

- 3.1 A Resident must not, without the consent of the Body Corporate, make a change to the external appearance of the Lot or the internal structure of the Lot.
- 3.2 Where any consent is given pursuant to Clause 4.1, such consent is conditional upon the Resident first obtaining all necessary approvals of the local authority to the construction, erection or installation, and must provide evidence of such compliance to the Body Corporate prior to commencement of any construction, erection or installation.
- 3.3 A Resident must not place any pot plants or other items on Common Property.
- 3.4 A Resident must not hang anything (eg washing, towels, clothing or other article) over or on any balcony forming part of a Lot so as to be visible from the outside of the Lot.
- 3.5 Except for an outdoor dining setting, A Resident must not store any large items on the balcony forming part of a Lot, including, but not limited to, gym equipment, storage boxes or refrigerator.
- 3.6 A Resident must not install, renovate and/or replace window tinting or other window coverings without having the colour and design of it approved by the Body Corporate. In giving such approvals, the Body Corporate must ensure, so far as practicable, that window coverings and tinting used in any Lot presents a uniform appearance when viewed from outside the Lot.
- 3.7 A Resident is not permitted to install an individual air conditioning unit to the outside of a Lot.
- 3.8 A Resident of a Lot which contains a garden, balcony, terrace or courtyard area shall be responsible for the maintenance of that area, whether it be included as part of the title to a Lot or by way of exclusive use of Common Property. The Resident shall ensure that any plants kept in such areas are maintained in good health and condition, so as not to be offensive in appearance to other residents or occupiers or from outside of the Scheme and that the size and type of trees, shrubs, creepers, plants and other vegetation shall be in accordance with any rules made by the Committee and shall not extend beyond the boundaries of the Lot or the exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment by another Resident of their Lot. All water to be used in caring for such trees, shrubs, creepers, plants and other vegetation must not leak on to Common Property or on to another Lot. A Resident will take such steps as are necessary, eg trays or drip feed irrigation, to prevent the overflow of water.

- 3.9 If the Committee considers that By-law 4.8 has not been complied with, then the Body Corporate may give the Resident fourteen (14) days' notice requiring rectification and if the Resident fails to rectify, may arrange for the proper rectification and maintenance of the relevant area or vegetation at the cost of the Resident. The Resident, on reasonable notice, must allow access for the rectification and maintenance to be carried out.

4. Building Works

- 4.1 Any Resident who wishes to undertake any work on their Lot, including renovation or refurbishment of a Lot, must –
- (a) comply with the provisions of the Act in respect of the conduct of those works;
 - (b) notify the Committee of the Resident's intention to undertake such works;
 - (c) comply with all state and local authority requirements for such works; and
 - (d) provide the Committee with satisfactory evidence of such compliance.
- 4.2 Before commencing any works, the Resident must obtain the written permission of the Body Corporate.
- 4.3 No installation of any hard floor surface, eg tiling, timber, etc., may proceed without prior approval of the Body Corporate, including replacement of any existing hard floor surface.
- 4.4 The Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its permission and the Resident must comply with all such requests.
- 4.5 In giving its permission to any works, the Body Corporate may obtain advice from consultants and recover the costs of obtaining such advice from the Resident seeking the permission.
- 4.6 Any damage sustained to Common Property during the course of any works is to be rectified at the cost of the Resident concerned to the satisfaction of the Body Corporate.
- 4.7 This Clause does not apply to the Original Resident.

5. Maintenance

- 5.1 Each Resident is responsible for the maintenance of their Lot and shall ensure that their Lot is kept and maintained so as not to be offensive in appearance to other Lot Residents through the accumulation of excess rubbish or otherwise.
- 5.2 All windows and glass in any Lot must be kept clean and promptly be replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.
- 5.3 Residents must ensure that all water taps in their Lot or on the Common Property are properly turned off after use.
- 5.4 The utility services and any fittings or fixtures attached to them must not be used for any purpose other than that for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in them. Any costs or expenses resulting from damage or blockage to them from misuse or negligence must be borne by the Resident responsible for such damage or blockage.