

**LIMITED BODY CORPORATE RULES**  
**BODY CORPORATE No. 2 on PLAN NO. 443140M**

**AE333605A**

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**1. DEFINITIONS**

In these Rules unless the context otherwise requires the following definitions apply:

**Body Corporate** means the body corporate 2 created by the Plan of Subdivision;

**Development** means the development known as Torquay Sands;

**Lot** means any lots on the Plan of Subdivision affected by the Body Corporate;

**Member** means any member of the Body Corporate and includes any tenant or licensee of a member;

**Plan of Subdivision** means the plan of subdivision number PS 443140M;

**Recreational Facilities** means the putting green, tennis courts, swimming pool, bocci pitch, picnic area and any other area on the common property as provided for by the Body Corporate from time to time;

**Waste Management Plan** means the rules that govern the removal of waste from the Lots and the common property issued by the Body Corporate from time to time.

**2. USE OF COMMON PROPERTY AND LOTS**

A Member must not:-

- 2.1 use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members of Lots or their families or visitors;
- 2.2 park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Body Corporate;
- 2.3 park or allowed to be parked on a Lot or any road or any other land in the vicinity of the Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;
- 2.4 use any part of any roadway for play or disobey speed limit signs on Coast Drive;

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- 2.5 use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member of any Lot or to visitors of any such Member;
- 2.6 make or permit to be made any undue noise in or about the common property or any Lot;
- 2.7 make or permit to be made noise from music or machinery which may be audible within any habitable room in any Lot between the hours of midnight and 8.00am;
- 2.8 keep any animal on any Lot or on any part the common property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance;
- 2.9 without the prior approval in writing of the Body Corporate, use any part of the common property as a garden; after which approval has been given, the Body Corporate retains the right to cancel any approval provided by giving 7 days written notice to the Member;
- 2.10 a Member of a Lot must:
  - 2.10.1 not mark, paint or the like or otherwise damage or deface any structure that forms part of the common property without the prior approval in writing from the Body Corporate; or
  - 2.10.2 compensate the Body Corporate in respect of any damage to the common property or any personal property vested in the Body Corporate caused by that Member or their respective visitors or invitees to the extent caused or contributed to by that Member; and
- 2.11 behave, or allow invitees, licensees or visitors, to behave in a way likely to interfere with other Member's peaceful enjoyment of the other Lots or common property.

### **3 GARBAGE**

- 3.1 A Member of a Lot must not deposit or throw garbage onto the common property or onto other Lots or in anyway dispose of garbage that is likely to interfere with the enjoyment of the common property by another Member.
- 3.2 A Member of a Lot must dispose of garbage in the manner specified in the Waste Management Plan.
- 3.3 A Member must ensure that any rubbish disposal container on a Lot is screened from public view except on days designed for rubbish collection.
- 3.4 Following Council collection of garbage and recycling bins, a Member of a Lot must promptly collect and return their bins to their Lot.
- 3.5 A Member of a Lot must not in disposing of garbage, adversely affect the health, hygiene or comfort of other Members of the Body Corporate.

- 3.6 In the event that a Member fails to comply with these rules 3.1 to 3.6, the Member agrees :
- 3.6.1 that the Body Corporate is entitled to enter upon any Lot and clean up the Lot in accordance with these provisions; and
- 3.6.2 is entitled to recover the entire costs of cleaning the Lot from the Member who owns the Lot on the basis that such costs are a Body Corporate charge for which the Member solely benefits and is solely responsible for the payments of.

#### **4 APPEARANCE OF LOT**

- 4.1 A Member of a Lot must not without the Body Corporate's prior written approval:
- (a) hang washing, bedding, or another clothing or articles on the Lot so to be visible from another Lot or from the common property; or
- (b) display a sign, advertisement, placard, banner or similar article if the article is visible from another Lot or the common property.

#### **5 INTERNAL WINDOW FURNISHINGS**

- 5.1 A Member of a Lot must not install or permit the installation of any window furnishings to the interior or exterior of any window on any dwelling or structure on a Lot other than as follows:
- (a) sunscreen roller blinds;
- (b) venetian blinds;
- (c) roman blinds; or
- (d) timber venetians.
- 5.2 All blinds referred to at 5.1(a) - (c) above must have a white or charcoal blackout/backing fabric where externally visible.
- 5.3 Any timber venetians referred to at 5.1 (b) above must be one of the following colours:
- (a) cedar timber with a natural grade lacquer;
- (b) white; or
- (c) charcoal.

#### **6 TENANTS RESPONSIBILITY**

A Member of a Lot must not lease or otherwise part with possession of the Lot, without ensuring:

- (a) a copy of the rules for Body Corporate No.1 & 2 on Plan 443140M is provided to the tenant, lessee or licensee; and
- (b) there is a term in any lease or residential tenancy agreement or licence for that Lot that requires the tenant, lessee or licensee to obey the rules of Bodies Corporate No.1 & 2 on Plan 443140M.

**7 RECREATIONAL FACILITIES**

A Member of a Lot must comply with the rules controlling the use and operation (including operation hours) of the Recreation Facilities as set by the Body Corporate from time to time.

**8 ADDITIONAL RULES**

A Member of a Lot must comply with these additional rules and the rules of the unlimited body corporate No.1 on Plan of Subdivision 443140M.

**9 HOUSE RULES**

A Member of Lot must comply with any house rules that the Body Corporate resolves to make for the safe operation and use of the Recreational Facilities and maintenance of common property or other areas relative to the Body Corporate or the common property or pertaining to the Development from time to time.