



26<sup>th</sup> November, 2019

Dear Home Owners

Attached are the new community rules. I would highly recommend that you read this letter and the attached rules which will give you an understanding of how the rules are made and that there are consequences if a rule is broken.

Community rules can be made about the use, enjoyment and management of a community. The community rules must be written, be fair and reasonable, and be clearly expressed (easy to understand).

If a community rule conflicts with a term of a site agreement, the agreement prevails (the rule is invalid). A rule is also of no effect if it is inconsistent with the Residential (Land Lease) Communities Act 2013 or any other Act or law.

#### **Amendment of community rules**

If the park operator wants to amend the community rules they must provide each resident of the community with written notice of the proposed amendment.

If the community has a residents committee, the park operator must advise and consult with the committee about the amendment before giving notice to residents.

The written notice must be given to residents at least 30 days before the day on which the amendment is to have effect.

#### **Compliance**

The park operator must ensure that the community rules are interpreted and enforced consistently and fairly.

The home owners/residents, visitors and the park operator of the community must comply with the community rules.

If home owners breach a community rule the park operator can give the home owner a written notice requiring them to remedy (fix) the breach within a specified period of at least 30 days. If the home owner does not remedy the breach the park operator can make an application to the NSW Civil and Administrative Tribunal (NCAT). The application must be made within a further 30 days. NCAT can make an order requiring the resident to comply with the rule or, if it is justified, terminating the home owners' agreement.

Yours sincerely

Karen Twigg

## COMMUNITY RULES

### Background information

- a) The *Residential (Land Lease) Communities Act 2013* enables community rules to be made in relation to the use, enjoyment, control and management of a community.
- b) All community rules must be fair, reasonable and clearly expressed. A rule is of no effect to the extent that it is inconsistent with any law or a term of your agreement.
- c) These rules apply to everyone in the community. It is Managements job to enforce the community rules fairly and equitably. Residents are also responsible for ensuring that they, any people living with them and their guests follow the rules.
- d) These rules are subject to change, however, any change cannot invalidate anything that has already occurred.

### 1. Home Owners

- a) Home owners must be over 50 years of age (excepting on-site management staff) but may have a partner or spouse aged less than 50 years. Any other person must be approved by the park operator.

### 2. Visitors

- a) Home owners must advise the park operator of the number of overnight visitors (including children) and the duration of their visit prior to the time of arrival.
- b) No more than 6 overnight visitors per household.
- c) Visitors are permitted to stay a maximum of 14 consecutive days only.
- d) Home owners are not permitted to charge visitors to stay in the resort.
- e) Children using resort facilities must be supervised by an adult at all times and are the sole responsibility of the inviting home owner.

### 3. Vehicles and Parking

- a) The speed limit on all internal roads and in the common areas is 20km per hour.
- b) In the interests of safety when driving in the community the internal speed limit, NSW road rules and traffic signs must be obeyed at all times.
- c) Under no circumstances may a vehicle be driven or parked on grassed common areas.
- d) Bicycles and golf buggies must be driven at a safe speed and on roads only and must not be driven at night without a front and rear light.
- e) There is to be no parking across pedestrian access points.
- f) No vehicle or trailer shall be parked in a way that might endanger any other person or property.
- g) No home owner's vehicle, boat or trailer is to be parked on any road in the resort (excluding any storage area), within any lot (other than the home owner's garage) or in designated visitor parking for a period greater than 24 hours.



- h) All visitors' and contractor's vehicles are to be parked within the designated areas outside the residential area or wholly within the driveway carport or parking space provided within the residential site except for medical care and emergency vehicles and the vehicles of trade persons engaged in the repair or maintenance of a residence or in selling or delivering supplies or goods to home owners which vehicles may only be parked in the immediate vicinity of the dwelling concerned and in a manner which does not obstruct other traffic.
- i) You are not permitted to use any vehicle in a way that is dangerous to other residents or their property or anyone else lawfully in the community

#### 4. **Pets**

- a) Existing pets are allowed only with the written permission of the park operator and provided the pet's details must be recorded in the register provided prior to the pet gaining entry to the resort.
- b) Such pets are not to be replaced.
- c) New pets are not to be introduced to the resort.
- d) No pet shall be allowed which is savage, creates a nuisance to the park owner or other home owners, either by noise, behaviour or by leaving the home owner's site or other areas of the resort soiled.
- e) No pet shall be allowed to roam unattended and must be restrained by a lead at all times when off the home owner's site.
- f) No pet is allowed in or near the vicinity of the clubhouse or resort amenities.
- g) Any breach of any condition shall result in such permission being revoked and the pet(s) excluded from the resort.
- h) Visitors' pets are permitted within the community providing the park operator has given prior written consent and subject to the same conditions as those applying to home owners' pets.

#### 5. **Other**

- a) No home owner shall install any air conditioning unit in a dwelling without the prior written consent of the park operator (such consent not to be unreasonably withheld).
- b) No home owner shall change the exterior colour of the dwelling without the park operator's written consent.
- c) Any goods shall be so stored that they cannot be seen from the common areas or any other site and no goods shall be stored which may be a health or fire risk.
- d) The park operator may close temporarily any part of the common area to enable repairs alterations or additions to be carried out.
- e) No skateboards, "billy-carts", roller-skates, kick scooters, rollerblades or any similar or like recreational item are permitted in any part of the resort.
- f) Garbage disposal and recycling:
  - i. No dumping of rubbish/garbage around the resort. Individual garbage containers are supplied to home owners' sites and are to be stored in the garage out of sight. The garbage containers are to be placed at the frontage of the site on the designated days for collections. For health and safety reasons all household garbage, including pet and food waste, must be wrapped before being placed in any bin.

- ii. It is your responsibility to organise the disposal of large items that require special handling, such as broken appliances and unwanted furniture, and these items must not be left on common areas without our consent.
- iii. Under no circumstances is the burning of rubbish or garden waste permitted within the community.
- g) No smoking is permitted in the communal areas of the resort.
- h) Vehicle maintenance may only be performed within the immediate vicinity of the dwelling.
- i) Car washing is only permitted in the designated area as advised by the park operator.
- j) Home owners must abide by the *Protection of the Environment (Noise Control) Regulation 2008* and restrict the use of power tools, musical instruments, amplified sound equipment such as radio and TV between 10pm and 7am on weekdays and 10pm and 8am on weekends.
- k) For Sale Signs are limited to one sign, must be displayed on the dwelling and must not exceed 600mm x 450mm in size.
- l) You must not use any part of the common area as your own garden without our consent.

## 6. Home and site maintenance and duties

- a) Home owners shall keep their respective dwellings and sites in a proper and reasonable manner including cleaning of external surfaces, replacement of all broken glass. All plumbing electrical and other services and appliances shall be properly used and maintained.
- b) Home owners shall comply with the directions of the park operator and all other authorities having jurisdiction in the carrying out of repairs, alterations and/or additions which have been consented to in writing by the park operator.
- c) Home owners shall give to the park operator prompt notice in writing of any noticeable defect or lack of repair in any water pipe, electrical wiring (fittings and/or installation) and/or any sanitary or other services on their respective residential sites.
- d) Home owners shall indemnify the park operator and all other home owners from any damage caused in connection of any installation, modification or repair, addition or alteration or other work carried out on their respective sites.

## 7. Common facilities

- a) Home owners and visitors may use the common facilities between such hours as the park operator and the Residents' Committee from time to time agree provided all facilities may be used only with all reasonable care and for the purpose intended and the last home owner who leaves any enclosed area shall ensure such area is securely closed and locked.
- b) Visitors may use the common facilities solely at the invitation of a home owner.
- c) No person under the age of 18 years may use the pool table or gymnasium equipment.
- d) For safety and enjoyment of all home owners, each household may invite no more than a total four visitors and guests to the pool at any given time.
- e) Home owners shall indemnify the park operator and all other home owners against any damage to property in the common facilities caused by them or any person invited by them into that facility.
- f) Home owners must keep these facilities tidy and remove rubbish after use. The park operator reserves the right to exclude home owners from using these facilities should they not abide with the above.

- g) Walkways, footpaths, entrances, security features, lighting or other parts of the common areas are not to be obstructed.

## 8. Compliance and enforcement of these rules

- a) If these rules are being breached, we (the park operator) may issue a notice to comply giving 30 days in which to remedy the breach. If the breach continues, we can apply to the NSW Civil and Administrative Tribunal (NCAT) for appropriate enforcement orders.
- b) If somebody is breaching the rules you should bring the matter to our attention. You also have the option of giving us written notice requesting us to take action and then applying to NCAT for appropriate orders if the matter has not been resolved.

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## Definitions

In these rules:

**Bicycles** includes electric bicycles.

**Children** means someone that is aged 16 years and under.

**Common area** means any amenities, building, facilities, open space, road or other area provided for common use in the community.

**Park operator** means the operator of the community, and includes its employees, agents or representatives.

**Vehicle** means any car, utility, van, motor bike, motor scooter, recreational vehicle, mobility scooter or buggy or golf cart, whether powered by petrol, diesel, gas or battery.

**Visitor** means any day visitor and includes any overnight visitor.

**We, our and us** mean the park operator of the community, and includes our employees, agents or representatives.

**You and your** mean any resident of the community.