

THE BOYD, THE SANT ELIA, THE PALLADIO – P.S. 438893N

ADDITIONAL BODY CORPORATE RULES

BC1 – 5 UNLIMITED & LIMITED

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "Building" means the building constructed on the Land;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Plan" means Plan of Subdivision No. P.S. 438893N
- (f) "Manager" means the Company for the time being appointed by the body corporate as its Manager and a reference in these rules to the body corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.
- (g) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (h) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of that thing.
- (i) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. SUPPORT AND PROVISION OF SERVICES

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (b) the structural and functional integrity of any part of the common property is impaired; or
 - (c) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.
- 1.3 A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- 2.1 A proprietor or occupier of a lot must not:
- 2.1.1 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 or occupants of lots or their families or visitors;
 - 2.1.2 Make or permit to be made any undue noise in or about the residential common property or any lot;
 - 2.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's residential lot between the hours of midnight and 8:00am;
 - (a) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.
- 2.2 A proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the residential common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property, skateboards, rollers skates or roller blades.
- 2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the residential common property. ie gardens, swimming pool, gymnasium etc.
- 2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

- 3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.

4. DAMAGE TO COMMON PROPERTY

- 4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property with the approval in writing from the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulation of the Manager from time to time.
- 4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.

5. MOVING OF CERTAIN ARTICLES

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the body corporate or its Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.

- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by the Body Corporate.

6. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

- 6.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any equipment installed on the common property.
- 6.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 6.4 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the body corporate.
- 6.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the body corporate.

7. SECURITY OF COMMON PROPERTY

- 7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the swimming pool, gymnasium, and garden areas.

8. NOTIFICATION OF DEFECTS

- 8.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9. COMPENSATION TO BODY CORPORATE

- 9.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

- 10.1 The body corporate may take measures to ensure the security and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
- (a) close-off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
 - (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
 - (c) restrict by means of key or other security device the access of proprietors or occupiers; and
 - (d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any security card issued where a proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

11. SECURITY KEYS

- 11.1 If the body corporate restricts the access of the proprietors and occupiers under rule 10, the body corporate may make the number of security keys as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.
- 11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the body corporate.
- 11.3 A proprietor or occupier of a lot in possession of a security key must not without the body corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.
- 11.4 A proprietor or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed.

12. GARBAGE

- 12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
 - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property.
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

13. STORAGE OF FLAMMABLE LIQUIDS

- 13.1 A proprietor or occupier of a lot must not:
- (a) except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
 - (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14. PETS AND ANIMALS

- 14.1 A proprietor or occupier of a lot must not keep any animal on the common property after being given notice by the body corporate to the animal after the body corporate has resolved that the animal is causing a nuisance.
- 14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- 14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must be restrained and on a leash at all times.
- 14.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the gymnasium.

15. CONSENT OF BODY CORPORATE

- 15.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

- 16.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

17. VEHICLES ON COMMON PROPERTY

- 17.1 A proprietor or occupier of a lot must not 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 areas specified by the body corporate for such purpose by the body corporate;
- 17.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailer or motor cycles.
- 17.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer of motor cycle onto common property or their lot and must reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

18. STORAGE OF BICYCLES

- 18.1 A proprietor or occupier of a lot must not:
- (a) permit any bicycle to be stored other than in the areas of the common property designated by the body corporate or its Manager for such purpose and fitted with bicycle racks;
 - (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time.

19. INSURANCE PREMIUMS

- 19.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

20. FIRE CONTROL

- 20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape
- 20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21 SIGNS, BLINDS AND AWNINGS

- 21.1 A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the residential common property or lot where it can be seen from any exterior position, except as required by law.
- 21.2 A proprietor or occupier of a residential lot must not install or permit the installation of any window coverings other than blinds or curtains as specified below:

BOYD AND SANT ELIA ONLY

Sunscreen Roller Blind
Manual Chain operated or motorised in one of the following colours :

- Linen Screen, Colour White/Lotus
- Linen Screen, Colour White/Linen
- Linen Screen, Colour Linen

Twill Screen, Colour White/Linen
Twill Screen, Colour White/Linen/Pearl

Blackout Roller Blind
Manual Chain operated or motorised in one of the following colours :

Flocke, Colour Sahel, Cream Lined
Flocke, Colour White, Cream Lined
Flocke, Colour Loutre, Cream Lined

PALLADIO ONLY

Sunscreen Roller Blind
Manual Chain operated or motorised in one of the following colours :

Linen Screen, Colour Charcoal/Grey
Linen Screen, Colour Charcoal
Linen Screen, Colour Charcoal/Bronze
Twill Screen , Colour Charcoal/Linen/Pearl

Blackout Roller Blind
Manual Chain operated or motorised in one of the following colours :

Flocke, Colour Loutre, Dark Grey Lined
Flocke, Colour Sahel, Dark Grey Lined
Flocke, Colour White, Dark Grey Lined
Flocke, Colour Black, Dark Grey Lined

- 21.3 A proprietor or occupier of a residential lot must not install or permit the installation of any awnings other than as permitted by the Body Corporate.
- 21.4 A proprietor or occupier of a residential lot must not allow the erection of any for sale or for lease boards on the common property or their lot.
- 21.5 Nothing in rule 21.1, prohibits the proprietor or occupier of any retail area from affixing an advertising sign to the exterior of that lot or the common property, provided the sign is in accordance with the Retail Tenancy Guidelines for The New Quay precinct.

22. WINDOW TINTING

- 22.1 A proprietor or occupier of a residential lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

23. PAINTING, FINISHING, ETC

- 23.1 A proprietor or occupier of a residential lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot.

24. CLOTHES DRYING AND APPEARANCE OF A LOT

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;
- 24.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Body Corporate. (The Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development Lot);

- 24.3 Allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Members and Occupiers occurs.

25. COMPLIANCE WITH RULES BY INVITEES

- 25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 25.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 25.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Body Corporate for entry and exit.
- 25.4 A proprietor or occupier of a lot must not install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. All units must comply with EPA guidelines.

It is also a requirement that any air conditioning unit installed is done on the proviso that a cover will be installed over the air conditioning unit as stipulated by the Body Corporate from time to time. The current cover being as attached to the back of this document. It is also advised that owners seek advice from their air conditioning supplier to ensure this cover is appropriate to their air conditioning unit type.

Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.

26. COMPLIANCE WITH LAWS

- 26.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 26.2 A proprietor or occupier of a lot must not use or permit a lot affected by the body corporate to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- 26.3 A proprietor or occupier of a lot must grant to the Body Corporate its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

27. BUILDING WORKS

- 27.1 Notwithstanding anything contained in this rule shall not apply to 'The Company name of The Boyd, The Palladio, or the Sant Elia' its servants agents or contractors who are authorised to carry out any ongoing construction or rectification work at The Boyd, The Palladio, The Sant Elia, New Quay on any Lot or Common Property, and are expressly excluded from the requirements stipulated in this rule. The Body Corporate will not make any requisition or objection or claim damages or seek to end or delay the works or bring any proceedings against 'The Boyd, The Palladaio, the Sant Elia Company name' its servants agents or contractors in relation to any issue or alleged inconvenience which may result from any ongoing works being conducted in or about 'The Boyd, The Palladaio, the Sant Elia' or the Building.
- 27.2 A Proprietor of a residential lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - (b) the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors;
- 27.3 The Proprietor of a residential lot must not proceed with any such works until the Proprietor:
- (a) submits to the body corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the body corporate such further particulars of those proposed works as the body corporate may request, and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - (c) receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building practitioner engaged by the body corporate to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and
 - (d) pays such reasonable costs to the body corporate.
- 27.4 The Proprietor of a residential lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- 27.5 Without limiting the generality of rule 27.3 the Proprietor of a residential lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front side or rear of the Building;
 - (b) scaffolding must not be erected on the common property or the exterior of the Building;
 - (c) construction work must comply with all laws of the relevant Government Agencies;
 - (d) the exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.
- 27.6 Before any works on a residential lot may commence, the Proprietor must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's insurance policy to be inclusive of but not limited to Public Liability, Workers Compensation and 3rd Party, to the satisfaction of the body corporate; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate.

27.7 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the body corporate in the case of the common property.

27.8 The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the body corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

28. GYMNASIUM

28.1 A proprietor or occupier of a lot must comply with gym rules as approved by the Body Corporate Committee from time to time. The initial gymnasium rules are as follows:

- (a) Children are not permitted to use the gymnasium at any time;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (c) The gymnasium is for use by residents only;
- (d) Alcohol and food are not allowed in the gymnasium;
- (e) Smoking is not permitted in the gymnasium;
- (f) All users of the gymnasium must carry a towel at all times;
- (g) Hours of use are between 6:00am and 11:00pm;
- (h) Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times;
- (i) All users of the gymnasium must turn off all lights and air conditioning when leaving;
- (j) All users of the gymnasium do so at their own risk;
- (k) No music is allowed in the gymnasium.
- (l) Running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool area; and pool equipment must not be operated other than in accordance with the stipulation's (if any) the body corporate may make from time to time.
- (m) Proprietor or occupier of a lot must ensure that when in the gym area that they wear appropriate clothing at all times and suitable foot wear. All equipment must be used with a towel and wiped down after use. No wet swimming gear to be worn in this area.
- (n) A Manager may be appointed by the body corporate to operate the gymnasium/swimming pool area and provide supervised training to members and visitors.

29. SWIMMING POOL AREA

29.1 A proprietor or occupier of a lot must comply with pool rules as approved by the Body Corporate Committee from time to time. The initial pool rules are as follows:

- (a) Children may use the swimming pool only if supervised by an adult;
- (b) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- (c) Alcohol and food are not permitted in the swimming pool area;
- (d) The swimming pool area is for use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- (e) Smoking is not permitted in the swimming pool area;
- (f) For the hygiene of all users of the swimming pool you must shower first;

- (g) Hours of use are between 6:00am and 11:00pm;
- (h) All users of the swimming pool area must dry off before leaving this area;
- (i) Footwear must be worn to and from the swimming pool area;
- (j) A proprietor or occupier of a lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times. I.e. Nude bathing is not permitted;
- (k) All users of the swimming pool area do so at their own risk.
- (l) Running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool area; and pool equipment must not be operated other than in accordance with the stipulation's (if any) the body corporate may make from time to time.
- (m) A Manager may be appointed by the body corporate to operate the gymnasium/swimming pool area and provide supervised training to members and visitors. No member may use any gym equipment without first arranging a consultation with the manager.

30 BARBECUE

- 30.1 The following rules apply to everyone using the barbecue:
- a) Private barbecues are not permitted on any other part of the common area;
 - b) The hours for use of the barbecue are 7:30am to 10:00pm;
 - c) The barbecue area must be left clean and neat when you are finished.

31. COMMERCIAL AREA

- 31.1 Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must comply with the Retail Tenancy Guidelines for The New Quay precinct.

32. CONDUCT OF MEETING

- 32.1 The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

33. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

- 33.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

34. PENALTY INTEREST

- 34.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

35. ENVIRONMENT PROTECTION AUTHORITY

- 35.1 A proprietor or occupier of a lot must not, without first obtaining professional advice, conduct any building or construction work that involves any subterranean works, the excavation of soil at the site and/or the pumping of ground water from beneath the site. Any such work should be in compliance with usual requirements of the Environment Protection Authority and the Statement of Environmental Audit dated 19/12/01.