

## SCHEDULE E - BYLAWS

### 1 Introduction

- 1.1 *Rules* - These Bylaws are those adopted by the Association under the provisions of the Rules.
- 1.2 *Interpretation* - Terms and expressions used in these Bylaws are defined and guidelines for interpretation are set out in the Rules. All references to Member(s), in these Bylaws, is deemed to include reference to Occupier(s) and Invitee(s) unless the context otherwise requires.
- 1.3 *Application of the Bylaws* - The Bylaws apply to:
  - 1.3.1 Poulson Villas; and
  - 1.3.2 All Members and Occupiers of, and invitees to, Poulson Villas.

### 2 Conduct in Poulson Villas

- 2.1 *Considerate behaviour* - No Member will make any noxious, noisy, improper, offensive or unlawful use of any Lot or the Common Facilities, and will use the Member's Lot and the Common Facilities only for the purposes for which they were designed. No Member will undertake any activity which is or may become a nuisance, cause unreasonable embarrassment, disturbance or annoyance to the other Members in the use and enjoyment of their Lot.
- 2.2 *No obstruction* - No Member will fetter, obstruct or impede the use of any Common Facility by any other Member or any contractor engaged by the Association.
- 2.3 *Don't void insurance* - No Member will do any act which may prejudice or add to the premium payable in respect of any policy of insurance for the Common Facilities.
- 2.4 *Social gatherings* - Members must not hold social gatherings or functions on the Common Facilities which will or are reasonably likely to cause any noise which interferes with the peace and quietness of any neighbouring properties without prior approval from the adjacent Lot owners
- 2.5 *Vehicle repairs* - No Member is to undertake any vehicle or mechanical repairs (other than minor repairs and maintenance, for example to domestic vehicles, motorbikes, bicycles and lawnmowers) within the Member's property or on any part of the Common Facilities, including public road reserve.
- 2.6 *Don't Litter* - No Member will drop any litter in or on the Common Facilities.
- 2.7 *Don't damage the Common Facilities* - No Member will do any act which detracts from the attractiveness or state of repair of the Common Facilities. If any damage or loss occurs, the Member will immediately report such damage to the Manager.
- 2.8 *Temporary structures* - No structures of a temporary nature, including any trailer, tent, motor home, garden shed, aviary, kennel or other outbuilding, may be installed or used on any property or the Common Facilities without the express approval of the Manager.
- 2.9 *Extensions* – No additional buildings or extensions are to be erected, parked or constructed on the front yard including any building, garage, carport, caravan, hut, shed, tent or other structure/appliances. This includes air-conditioning units. Sunrooms and conservatories. Additional structures/buildings at the rear of the property are not to be added, however may be approved by the Association upon application taking into account their location and impact on the neighbourhood. A garden shed (max 3m x 3m) located in the rear yard may be approved by the Association upon application.

- 2.10 *Signs and placards* – Signage can be unappealing aesthetically. No signs, placard, banner or emblem of any kind may be kept or placed on any property or mounted, painted or attached to any part of the property, fence, or other Improvement on such property so as to be visible from public view other than temporary real estate signs directly associated with the sale or rental of a Members property or approved by the Association Committee. Such a sign shall not be larger than 500mm x 500mm.,
- 2.11 *Don't cause disturbance* - No Member will make or permit any improper or unseemly noises within Poulson Villas, nor act in any fashion so as to annoy or disturb any other Member. All televisions, stereos, musical instruments, and other noise levels, must be kept at a reasonable volume, so as not to disturb other Members. Furthermore, no horns, bells, whistles or other sound devices, except for security devices which are used exclusively to protect persons and property, are to be placed in or used in Poulson Villas.
- 2.12 *Consumption of alcohol* – No intoxicating liquor will be consumed within the Common Facilities at Poulson Villas without prior approval from the Manager.
- 2.13 *Rubbish disposal* - No Member will store or dispose of any rubbish except into bins or receptacles for removal on usual days by the local authority or by independent contractors, properly secured and sealed rubbish bags for disposal will be placed only where approved by the Manager and used only for the purpose for which they are provided.
- 2.14 *Residential use* - No Member will conduct any commercial activity from the property (including the garage) or store on that property any plant or equipment used for commercial activities, without the express approval of the Association Committee.
- 2.15 *No dangerous substances* - No Member shall burn any substance or will permit anything to be done nor bring nor keep anything in the property which may create a fire hazard or which may contravene the fire regulations or the rules, regulations, ordinances or by-laws of any Authority.
- 2.16 *No auctions* - No Member will permit any auction, sale, garage sale or similar activity to be conducted or take place in any property or on the Common Facilities other than the sale or auctions of the Member's properties.
- 2.17 *Only family pets* - No animals, livestock poultry or reptiles of any kind may be raised, bred or kept on any property except for one domestic dog and one domestic cat which are kept for the purpose of providing companionship for the Member's family. Animals are not to be raised, bred or kept for commercial purposes or for food. Such domestic cat or dog shall not unreasonably interfere with the quiet enjoyment of the other Members or occupants of any property or which may create a nuisance. A Member is not permitted to keep on or about the property any dog which is in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila.
- 2.18 *Collection of Rubbish or Other Articles* - The Member shall not throw or permit to be thrown or to be dropped or to fall any rubbish or other article or substance from or out of the Lot or the Common Facilities and shall keep their respective road frontage clean, tidy and litter free.
- 2.19 *Common Facility Cleanliness* - The Member will keep clean and rubbish free such parts of the Common Facilities as immediately adjoin its Lot.
- 2.20 *Security* - The Member will use its best endeavours to protect its Lot from theft and robbery and shall keep all doors windows and other openings closed and securely fastened when the Lot is not in use. Each Member shall properly secure that Member's Property when it is not occupied.
- 2.21 *Closing of Common Facilities* - The Member shall observe any reasonable closing of the Common Facilities by the Association and any direction prohibiting the Member from entering or remaining

thereon at such hours as the Association may reasonably determine and at all other times at which Poulson Villas (or any part thereof) or Common Facilities are required to be closed by operation of law.

- 2.22 *Nuisance* - The Member and persons under the control of the Member shall not make any improper or unseemly noises in Poulson Villas or interfere in any way with other Members or persons in Poulson Villas or defile Poulson Villas.
- 2.23 *Statements* - The Member will not issue statements, verbal or written to the media in respect of Poulson Villas, the Association Committee or the Manager.
- 2.24 *Criminal Activity* - No Member shall engage in, or allow any person to engage in, any criminal activity within Poulson Villas.
- 2.25 *Rental* - Any Member wishing to rent out their property under the Residential Tenancies Act will advise the Association in advance of the commencement of the tenancy and supply contact details for the tenant. The Association required the tenant to adhere to the Bylaws in the same manner as Members. Sanctions to breeches of the Bylaws will be the responsibility of the Owner.
- 2.26 *Alarm Sirens* – No alarm siren is to be installed or attached to the exterior of the dwelling. An internal alarm may be installed but it may need to be monitored by an independent company. This avoids loud sirens disturbing the peace of the neighbours.
- 2.27 *Graffiti* - Any tagging or graffiti on dwellings, buildings or structures must be removed within 48 hours. It is the owner's responsibility to ensure this occurs.
- 2.28 *Washing Line* - Where no washing line was erected at the date of issue of the Code Compliance Certificate, any erected washing line/s shall not be visible from the road, access way or pathway. If a washing line was installed at the date of issue of the Code Compliance Certificate and was visible from the road, access way or pathway, any replacement washing line shall be no more visible than the original.
- 2.29 *Window Coverings* - Curtains or other window coverings (or a reasonable standard/quality) must be installed on all windows of the dwelling within one calendar month of registering ownership.
- 2.30 *Bylaw* – Should a Bylaw be breached or otherwise not observed, a written notice can be made to the owner. The owner will pay up to \$100 for each day the breach continues (liquidated damages), in addition to the Association's estimate of any other actual damages suffered/ This could involve removing items, buildings or structures that are not permitted by the Bylaws.
- 2.31 *Caveat* - The Association may register a caveat over the owner's title should the owner continues to be in breach and for any unpaid debt.

### **3 Building Appearance and Construction**

- 3.1 *Attractive appearance* - Each Member has a duty to keep its Lot and all improvements on it in premium condition and in an attractive condition, and will not permit the accumulation of unsightly rubbish, equipment, implements or materials on the Lot.
- 3.2 *Construction rules* – during the construction period mentioned in Bylaw 3.2 the Member will:
  - 3.2.1 comply with all statutes, regulations, bylaws and other requirements affecting the development on the Lot and procure that its contractors to do the same;
  - 3.2.2 ensure that its contractors provide portable toilet facilities and keep building materials and the Lot in an orderly manner and within the boundary of the Lot;

- 3.2.3 comply with any direction from the Association Committee or Manager requiring compliance with this Bylaw.
- 3.3 *Antennae, satellite dishes and solar collectors* - No Member may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collecting panels or equipment on a property unless such apparatus is erected and maintained in such a way every effort is made to screen it from public view within the existing property environment.
- 3.4 *Residents' Society* - The Residents' Society shall be formed after the issue of the Developer's Practical Completion Certificate.
- 3.5 *Repair of broken windows* - All windows are to be kept clean and if broken or cracked shall be promptly replaced by the Member at his/her expense with fresh glass of the same or better quality and weight as at present.
- 3.6 *Clean exteriors* - Each Member is to maintain or cause to be maintained in clean and sanitary condition and in good repair the exteriors of the property.
- 3.7 *Washing etc.* - No clothing, bedding or other articles will be hung on the windows, balconies or on the outside of the property or its windows other than on an approved washing line. Any addition of external washing lines must be submitted to the Committee for approval when the building design is approved.

#### **4 Garden Maintenance**

- 4.1 *Grass and weeds* - All grass, hedges, shrubs, vines and planting of any type located on a Member's property including the grass verges and berm adjoining that Member's property are to be kept trimmed and at regular intervals, mowed, trimmed and cut so as to maintain them in a neat and attractive manner. Trees, shrubs, vines and plants that die are to be removed and replaced with comparable plants. No weeds, vegetation or waste materials are to be placed or permitted to accumulate on any part of the property.
- 4.2 *Trees* - Trees located on a Member's property and any grass verges and berms adjoining that Member's property are to be kept trimmed and maintained by that Member to ensure that they do not interfere with neighbouring properties. The Association Committee or Manager in its discretion can require a Member to remove any overgrown or poorly maintained vegetation.
- 4.3 *Fences* - No fence, wall or hedge may be erected or maintained on that part of a property except with the approval of the Association.

#### **5 Car Parking**

- 5.1 Members shall not park or permit guests, residents, invitees or contractors to park any vehicle on any road reserve, access way, common area or front yard apart from on a properly constructed parking bay or driveway.
- 5.2 Parking bays and street-side parking are not to be used for long periods of parking by residents (i.e. vehicles that are permanently parked and not moved for many days).
- 5.3 Parking bays and street-side parking are only designed for passenger cars or vans of similar size. Residents are not to park or permit to be parked any bus, commercial vehicle, truck, camper van, boat or similar vehicle on any road or street within Poulson Villas.
- 5.4 Vehicles parked within Poulson Villas must hold current warrant of fitness.

#### **6 Closing the Common Facilities**

- 6.1 *Closure* - The Manager may close any or all of the Common Facilities as the Manager considers necessary for security reasons, or for the purposes of maintaining or repairing the Common Facilities.
- 6.2 *Notice of closure* - The Manager will endeavour to give reasonable notice to the Members of any proposed closure unless the situation requires immediate closure in which case the Manager is not required to give notice.