

Noble Lakeside Park, Kingscliff - Community Rules

Residential (Land Lease) Communities Act 2013 Part 8

1. AGE RESTRICTIONS FOR OCCUPANCY OF A SITE IN THE COMMUNITY

The age restriction for the community is that persons must be at least 50 years of age to occupy a residential site. A home owner must not allow a person to occupy a residential site unless that person meets that age restriction.

2. QUIET ENJOYMENT

You and your visitors and guests must not interfere with the reasonable peace, comfort or privacy of the community's residents or those having business or work to do in the community.

Noise must be kept to a minimum after 10pm and building works may only be conducted Monday-Friday from 7.30am to 4pm and Saturday 9am to midday. Building works are prohibited on Sundays unless undertaken as an emergency.

3. COMMON AREAS

- a) All signs posted on common areas, such as those about hours and rules of use, form part of these rules and must be obeyed.
- b) You must not obstruct or permit the obstruction of walkways, passageways, entrances, security features, lighting or other parts of the common areas.
- c) You must not manipulate, interfere with or attempt to control any part of electrical or mechanical equipment in common areas.
- d) Common areas must not be used for any business or commercial purpose or the display of advertisement of any goods or services except with the prior consent in writing of the operator.
- e) When on common areas everybody must be adequately clothed, ie, covered torso and shorts at a minimum except at poolside where bathing suit is acceptable.
- f) When on common areas everybody must not use inappropriate language or behave in a manner likely to cause offence or embarrassment to another person.
- g) Smoking is not permitted in accordance with the Smoke-free Environment Act 2000. All community buildings and recreation facilities are smoke-free. You may not smoke inside or within 4 metres of a community building or recreation facility.

4. FACILITIES AND/OR RECREATIONAL ACTIVITIES

- a) You and your visitors and guests must not run or dive or play ball games in the pool and club house areas or any other areas designated by the operator.
- b) The consumption of food and/or beverages is not permitted in the pool areas, tennis court or bowling green.
- c) Visitors and guests must not use the facilities unless accompanied by a resident.
- d) The use of skateboards, rollerblades, billycarts, scooters and/or e-scooters and any other similar recreational contraption is strictly prohibited within the residential community.
- e) In the interest of safety it is prohibited to ride bikes on walkways or pathways between houses.

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- f) The workshop facility is available to residents only. You are required to complete an application form at the community office for access to the workshop. All tools are privately owned and may not be used without the owner's consent. The use of tools and equipment is done so at your own risk. The workshop rules as displayed in the workshop form part of these rules.

5. VEHICLES AND PARKING

- a) In the interests of safety when driving in the community any internal speed limits and other traffic signs must be obeyed at all times. This includes motorised scooters.
- b) In the interests of safety when driving in the community full consideration and right-of-way must be given to pedestrians and NSW General Road Rules apply.
- c) You may only park your vehicle/s in your own garage or carport. You must not park or stand your vehicle beyond your site boundary or on any other part of the community without our written consent. This rule does not prevent you from stopping to allow passengers to get in or out of your vehicle.
- d) Under no circumstances may a vehicle be driven or parked on grassed common areas.
- e) Visitor parking spaces are for visitors use ONLY, including tradespeople, doctors, emergency vehicles or other people just visiting the community. They are not to be used by residents, other occupants living in the community or staff at any time without written consent. Conditions apply.
- f) You must complete an application form at the community office for the use of the parking area reserved for recreational vehicles. Conditions apply.
- g) As the allocated area for parking recreational vehicles is limited and subject to availability, only one registered and insured recreational vehicle per site is permitted. The recreational vehicle must be registered in the name of the resident. You must provide proof of registration and insurance to community management each year and ensure your site number and contact number are clearly displayed on the vehicle.
- h) Recreational vehicles which are idle and not used within 12 months are to be removed from the allocated area and stored off-site at the owner's expense.

6. GARDENING, LANDSCAPING AND FENCING

- a) The state of the grounds is important to the overall appearance of the community for residents and visitors. It is our responsibility to maintain the common area lawns and gardens.
- b) You are responsible for and must maintain plants and gardens within your site. This includes the garden bed directly in front of your house and within your site boundary.
- c) You must not prune or remove plants, take cuttings or pick flowers from the common area gardens.
- d) You must not use any part of the common area as your own garden without our written consent.
- e) Be mindful of your neighbours when choosing plants for your garden. You must not knowingly place any plants, such as flowers, shrubs or vines on or in your site which commonly cause allergic reactions or are likely to cause a nuisance or damage to property.

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- f) You must not erect a fence without prior written consent from us. In order to maintain the ambience of the community the approved set standard of fencing within the community shall be of timber paling or bordered lattice and in approved colours only.
- g) The use of fixed hoses and/or any type of sprinkler system utilising town water is strictly forbidden.

7. GARBAGE DISPOSAL AND RECYCLING

- a) For health and safety reasons all household garbage, including pet and food waste, must be wrapped before being placed in any bin.
- b) Littering, leaving garbage, pet waste or other rubbish on common areas, other than in the bins provided, is prohibited.
- c) Garbage must be placed in the correct bin (Garbage, Recycling).
- d) Bins are to be kept out of sight other than on collection day.
- e) 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.
- f) Under no circumstances is the burning of rubbish or garden waste permitted within the community.

8. PETS

- a) You may keep one small animal as long as you have our prior written consent.
- b) Dogs must be of a small breed only and must not exceed 10kgs in weight or 400mm in height. Our written consent is required for any variation to this condition.
- c) Dogs must be contained within the owner's site boundaries and kept on a leash at all times when on common areas, with the exception of the designated 'off leash' area on the far northern side of the lake.
- d) Cats must be contained within the owner's site boundaries at all times, kept inside after dark and must wear a collar with a bell at all times.
- e) All cats and dogs kept as pets within the community must be micro-chipped as is a requirement of Tweed Shire Council. Written evidence must be supplied to the community office.
- f) All cats and dogs kept as pets within the community must be de-sexed and written confirmation from a vet must be supplied to the community office.
- g) Pets are not allowed in any community building or in any of the community facilities, ie, deck areas, pool areas, bowling green and tennis court, with the exception of a guide, hearing or assistance dog.
- h) You are responsible for your pet and must clean up after it.
- i) All animals kept in the community must not:
 - i. create unreasonable noise or nuisance (e.g. excessive barking), or
 - ii. attack or threaten people or other animals within the community, or
 - iii. cause damage to common areas or other residents' property.
- j) A pet may not be replaced without our prior written consent.
- k) You are not permitted to keep a pet (pet sit) on behalf of a person residing outside of our community.
- l) A person from outside of our community may not reside in your house to care for your pet in your absence.
- m) You agree that if these rules are breached seriously or persistently we may request that the animal be removed from the community within a specified time and you agree to comply with any such request.

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9. VISITORS AND GUESTS

- a) Visitors and guests are not permitted to bring an animal/pet into Noble Lakeside Park.
- b) To assist with the security of the community if you have guests staying overnight or for a short term you agree to let us know their names, their intended length of stay (maximum of 14 days) and their vehicle registration details if using the visitor's carpark. You agree to seek written consent should you wish to exceed the 14 day maximum.
- c) Residents are responsible for the behaviour of their visitors and guests and must accompany and supervise visitors and guests at all times.
- d) Any visitor or guest who seriously or repeatedly breaks these rules may be asked to leave the community immediately.
- e) You must not allow a guest to reside in your home whilst you are not in residence.

10. CHILDREN

- a) You will be responsible for the actions of any child of a visitor and guest of yours, or of an occupant, while the child is in the residential community.
- b) You will ensure that any child under the age of eighteen (18), for whom you are responsible:
 - (i) Is accompanied by you when riding a bike within the community;
 - (ii) Will not use the lake
 - (ii) Will not use the spa;
 - (iii) Will not use the bowling green unless accompanied by you;
 - (iv) Will not use the billiard table in the lake club house but can use the billiard table in recreation club house if accompanied by you.
- c) You will ensure that an infant will wear a swim-nappy whilst in the swimming pool.

11. THE LAKE

- a) Visitors and guests are not permitted to use the lake at any time.
- b) At all times you and your visitors and guests will exercise due care when near the lake.
- c) You not permitted to swim in the lake, use stand up paddle boards, skylark on the pontoon or use any motorised boat or craft on the lake.
- d) You must wear a life jacket in boats on the lake at all times.
- e) Any resident or their visitors and guests who choose to enter the lake do so at their own risk.

12. FIRE AND GENERAL SAFETY

- a) You should exercise due care when dealing with fire, both inside and outside of the home, including, but not limited to, when using a barbeque and other outdoor cooking facilities.
- b) At all times, you and your guests must comply with fire bans and restrictions imposed by emergency services.
- c) Flammable materials, such as chemicals, liquids or gases, in excess of normal household quantities must not be stored on your site or in your home.
- d) You should be familiar with the location of the first aid kits, defibrillators and the evacuation procedures in the community buildings.

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13. STORAGE

- a) You must not use decks, front verandahs, carports or common areas as storage space without our consent. Including, but not limited to, storing items such as paint tins, bottles, boxes, luggage, garden tools, electric equipment and furniture (other than specifically designed outdoor furniture settings, ie, table and chairs).
- b) Garbage bins must be stored out of sight where possible.

14. GENERAL

- a) You are required to obtain written consent prior to commencement of external painting. To maintain uniformity and the community aesthetics only colours from our approved colour palette will be allowed.
- b) Residents shall pay the replacement cost of any damaged or lost gate tag. The present fee is \$25.00 or such other amount as is prescribed for the purpose of section 76(1)(c) of the Residential Communities (Land Lease) Act 2013.
- c) You must not display or drape any washing, towels, wearing apparel or similar article from any window or front verandah.
- d) You must not strip or repair any motor vehicle or motor bikes in carports or any other area of the residential community.
- e) For the comfort and health of residents in the community, wood burning fireplaces are not allowed to be installed in your home.
- f) All permanent social activities and bookings must be noted on the calendar located at the community office. The only bookings permitted on a permanent basis are those for activities open to all residents. Clubhouse bookings do not include exclusive use of adjoining facilities, ie, pools, bowling green, tennis court, etc. Social groups must ensure all facilities used are left clean, tidy and free of any rubbish.
- g) Private functions for residents are restricted to a resident's family and/or their friends only, require an application form to be completed with the community office and our written approval. Restrictions apply to the number of non residents that may attend. Approval does not include exclusive use of facilities. You are responsible for your guests' behaviour, common property and equipment, personal injury and ensuring all facilities used are left clean, tidy and free of any rubbish.
- h) Functions are not permitted to be held at a community facility on behalf of, or for, a non resident.

15. FOR SALE SIGNS

- a) You are, under section 106 of the Act, entitled to display a "for sale" sign in or on the home, but only if you first inform us of the intention to offer the home for sale.
- b) Any "for sale" sign displayed on the home:
 - (i) must not exceed in size 50 centimetres by 50 centimetres.
 - (ii) must include, in point size at least 20, the following words: "*Any prospective purchaser must contact the operator before paying any monies for the purchase of this home. It is essential that you get a Disclosure Statement and have the operator's approval to live in the community.*"
 - (iii) Must be removed and no longer displayed within 48 hours from date of settlement.

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16. RISK WARNING

Within the meaning of the Civil Liability Act 2002 you are warned that you and other person who engage in any recreational activity in the community, that the pursuit of such activities may result in harm or personal injury. All persons who engage in a recreational activity do so at their own risk.

17. EMERGENCY EVACUATION PROCEDURES

You must ensure that you comply with the emergency evacuation procedures in place in the community.

18. SOLAR PANELS

- a) Solar panels may not be installed or replaced without written consent from us. This is to ensure the community's electrical infrastructure is not compromised.

Note to Residents:

Under the law, all residents must comply with the Community Rules, which exist for the benefit of residents, visitors, guests, workers and management. Similarly, the operator has an obligation to ensure that the Community Rules are enforced and interpreted consistently and fairly.

If you find yourself in a situation that means you may not be able to comply with any of the Community Rules, please contact your community manager as soon as possible. Depending on the circumstances, we may be able to work with you to avoid escalation or enforcement action.

Definitions

In these rules:

Act means the Residential (Land Lease) Communities Act 2013.

common areas means any amenities, building, facilities, open space, road or other area provided for common use in the community. (see section 4 of the Act **common area**)

Recreational vehicle or RV means motor home, caravan, purpose built camp trailer, boat on trailer, box trailer with cover housing camping equipment, or any other such vehicle with written approval from us.

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

You and your mean any resident in the community.