

- (a) to incur any expenditure on the part of the Body Corporate;
- (b) to increase any fund established;
- (c) to establish any new fund; or
- (d) levy further contributions on Proprietors

the resolution or resolutions shall be unenforceable and of no effect until written notice of the resolution has been given to the Secretary, provided that this Rule shall not apply if the Body Corporate does not have a Secretary.

2.32 Rules 2.1 to 2.31 (both numbers inclusive) and this rule 2.32 may only be added to, amended or repealed by the unanimous resolution of the Proprietors.

### 3. RULES THAT MAY BE AMENDED BY RESOLUTION OF BODY CORPORATE

#### Restrictions on Proprietors and Occupiers

- 3.1 A Proprietor or occupier of any Unit shall not:
  - (a) use or permit the use of any accessory Unit at any time comprised within the same stratum estate as the Unit for any purpose other than the purpose for which the accessory Unit is designed, constructed or permitted pursuant to these Rules;
  - (b) use the Common Property in such a manner as reasonably interferes with the use and enjoyment of the Common Property by the other Proprietors, lessees or occupiers and in particular shall not drive, operate or use or permit to be driven, operated or used on the Common Property any vehicle or machinery of a weight or nature which is likely to cause damage to the Common Property, and each Proprietor shall be responsible for any loss, damage or injury to such Common Property caused or contributed to by the use by such Proprietor, or the Proprietor's lessee, occupier, employee, agent, subtenant, contractor, guest, invitee or customer of such Proprietor of any vehicle or machinery and shall forthwith after any such damage or injury occurs repair or cause such damage to be repaired at the Proprietor's own cost;
  - (c) obstruct or allow the obstruction of any pathways or drives on the Land, or any easement giving access to the Land, or use or allow the use of such pathways, drives or easements for any purpose other than reasonable ingress and egress from the Unit;
  - (d) allow any bonfire or incinerator to be ignited in or upon the unit, the Common Property or any part thereof unless in accordance with directions given by the Body Corporate;
  - (e) allow any rubbish or litter to accumulate in any unit, or part thereof, or on the Common Property, nor dispose of trade refuse or waste anywhere except into

bins or receptacle for removal either on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate;

(f) paint or refurbish, or permit the exterior of the Unit to be painted or refurbished, except in conformity with the general scheme of painting for the Units approved by the Body Corporate;

(g) erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent Proprietors to a plan or diagram thereof and such fence, temporary structure, building or shed shall be erected in accordance with such plan or diagram;

(h) allow the Unit to become infested by vermin or insects;

(i) erect or fix to the Unit any radio or television aerial or antenna without the consent in writing of the Body Corporate which consent shall not be unreasonably or arbitrarily withheld;

(j) erect external blinds or awnings, nor hang internal curtains or blinds, visible from outside the Unit, unless the colour and design of those curtains or blinds is approved by the Body Corporate. In giving such approval the Body Corporate shall ensure as far as practicable that the curtains or blinds used in all Units present a uniform and orderly appearance when viewed from outside the Units. The Proprietor shall as often as the need shall arise (in the opinion of the Body Corporate) replace at the Proprietor's own cost any curtains or blinds in the Unit;

(k) fail to notify the Body Corporate immediately the Proprietor becomes aware of any defect, damage or defilement to the exterior of the Unit or to the Common Property, or any failure or defect in any of the services provided to any of the Units, and the Body Corporate shall have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Units or Common Property (or in the case of an emergency such repairs or renovations as the Body Corporate considers necessary). The Body Corporate shall be entitled to recover the costs of such repairs or renovations from the Proprietor if the act or neglect of the Proprietor necessitated the repairs or renovations;

(l) keep any animals, birds or pets in the Unit without the consent in writing of the Body Corporate, which consent shall not be unreasonably or arbitrarily withheld;

(m) except as permitted by the use of the Unit in terms of these Rules, permit anything to be done or bring, or keep anything in the Unit which may create a fire hazard, or which may increase the fire insurance premium on the Unit, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Unit or the services supplied to the Units;

(n) leave the Unit inadequately secured when the Unit is not occupied;

- (o) allow the Unit to be occupied by any person other than the Proprietor unless that person has a copy of these Rules (and any amendments) provided that "occupier" does not extend to the customers and invitees of a Proprietor or, in the case of the Proprietor of the Club Unit, the customers, invitees, members and guests of such Proprietor;
  - (p) lease the Unit unless the lease contains a copy of these Rules and a covenant by the lessee or tenant to be bound by and observe the Rules insofar as they pertain to the use and occupancy of the Unit by the lessee or tenant.
- 3.2 Rule 3.1 may be added to, amended or repealed by resolution of the Body Corporate at a general meeting.
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