

SCHEDULE 1  
Communal Facilities Rules

**1. USE**

**No Improper Use**

**1.1** No member shall make any improper, offensive or unlawful use of any Communal Facilities, and shall use each of the Community Facilities only for the purposes for which they were designed.

**No obstruction of other Members**

**1.2** No member shall fetter, obstruct or impede the use of any Communal Facilities by any other Member.

**1.3 No voiding of Insurance**

**No member shall do any act which may prejudice or add to the insurance premium payable in respect of the Communal Facilities.**

**1.4 Closure of Communal Facilities**

The Committee or a Committee member shall be entitled to close any or all of the Communal Facilities as it considers necessary for security reasons (including health & safety issues) or for the purpose of maintaining and repairing the Communal Facilities.

**1.5 Right to exclude**

The Committee has the right to exclude or evict from the Communal Facilities any person who in the opinion of the Committee is under the influence of alcohol, drugs or other harmful substances, or who in any manner acts in violation of these rules.

**2. PROHIBITED ACTS**

**Nothing to be placed on Communal Facilities**

**2.1** No member shall drop any litter in or on the Communal Facilities or dump any unwanted items.

**2.2 No harming the Facilities**

No member shall do any act, which detracts from the attractiveness or state of repair of the Communal Facilities.

**2.3 No criminal activity**

No member shall engage in, or allow any person to engage in, any criminal activity

within the Communal Facilities.

**2.4 No excessive noise**

No member shall make or permit any excessive, improper or unseemly noises within the Communal Facilities, nor use bad language or act in any fashion so as to annoy or disturb any other Members using the Communal Facilities.

**2.5 No fires**

No member shall burn any material or substance within the Communal Facilities or do anything which may create a fire hazard or contravene fire regulations.

**3. CARPARKS**

**Visitor Parking only in allocated spaces**

**3.1** No member or occupier shall park any vehicle including boats, commercial vehicles or trailers in the communal parking areas which are reserved for the use of casual / short term visitors of Shangri-la Gardens.

**4. ACCESS / SECURITY**

**No copying of access cards**

**4.1** No member shall make or retain any duplicate swipe cards relating to access of the Communal Facilities.

**Restriction on use of keys or access cards**

**4.2** No person shall be allowed by any member to use an access swipe card, other than the member and his or her immediate family, or an Occupier of the property of the member within Shangri-Gardens (as recorded in the register of members having first confirmed that compliance with the Constitution and the rules forms part of the Occupier's lease) and his or her immediate family.

**Reporting loss**

**4.3** If any access swipe card is lost, stolen, destroyed or mutilated, the member shall immediately report such to the Committee.

**Issue of Cards**

**4.4** The Committee will issue an access swipe card an applicant only if:

1. the applicant is a fully paid up financial member of the Association, or
2. the applicant has an existing allocated access key, or
3. the applicant is an occupier and

confirms in writing that the Constitution and Schedule 1 & 2 of the Rules of the Shangri-la Gardens Residents Association for part of their signed tenancy agreement or lease and the applicant produces a copy if the tenancy agreement or lease to the Committee, and

4. the applicant is a member or occupier and has read the rules and agrees to abide by them.

#### **Monitoring**

- 4.5 The access swipe card system will monitor access and exit 24 hours in each day.

#### **Replacement access swipe cards**

- 4.6 Replacement access swipe cards can be provided by the Committee, upon payment of the sum of \$50.00 or the current fee charged by the Committee.

#### **Effective security**

- 4.7 In the interests of effective security the Committee shall have the right (at the Committee's sole discretion) to restrict the number of access cards issued.

### **5. USE OF FACILITIES**

#### **Facilities Defined**

- 5.1 For the purpose of this Schedule the term 'the Facilities' shall mean the Pool, Pool enclosure, Tennis Court, Clubhouse, Storage area, BBQ, Parking areas and all communal facilities managed by the Committee.

#### **Hours of Use**

- 5.2 No person shall use any of the facilities other than between the hours of 6.00am and 10.30pm. No member shall use or allow to be used by any others whether authorised or otherwise any of the communal facilities unless they are a fully paid up financial member of the Association.

#### **Gates**

- 5.3 No person shall climb any gate or fence protecting the communal facilities.
- 5.4 **The gate to the pool MUST** remain shut at all times and is the only point of **ENTRY** and **EXIT**. Under no circumstances must it remain open.
- 5.5 The gate to the tennis court enclosure shall be locked and all lights turned off immediately upon leaving the facility.

#### **Supervision**

- 5.6 All children under 14 years of age using any of the communal facilities (in particular the pool, pool enclosure and the showers) must be supervised by an adult. An adult for the purposes of these rules is 18 years and older)

#### **Alcohol**

- 5.7 No alcohol is to be consumed in or around any of the facilities by any person under the age of 18 years.

#### **Guests**

- 5.8 All guests of members must be accompanied by a member or occupier when using any of the facilities at all times. (A member is the financial owner of the property; an occupier is the lessee and is restricted to an adult or couple nominated by the financial member).

#### **Smoking**

- 5.9 Smoking is not permitted in any of the facilities or their surrounding areas.

#### **Glass**

- 5.10 No glass objects are to be used or left around the communal facilities with the exception of the use of drinking glasses in the Clubhouse or BBQ areas.

#### **Furniture**

- 5.11 Any furniture brought into the facilities must be removed if brought in by a member or occupier upon that person leaving the facilities. If furniture has been taken from the clubhouse or storage area it should be returned immediately upon the user leaving the facilities. At **NO** time is any furniture to be put into the pool.

#### **Clean Up**

- 5.12 All facilities including the Clubrooms, Bathroom / Toilet area(s), BBQ and pool enclosure **MUST** be left clean & tidy - the BBQ plates should be scraped clean of any food scraps and the BBQ wiped clean. The bathroom should be left clean & dry and the shower area dried after use. Note: the shower **must not** be used by children unless they are supervised by an adult.

#### **Pool Equipment**

- 5.13 No person shall touch, play or interfere with any of the pool equipment without first gaining permission from the Committee.

tidy and ready for inspection by the Booking Manager.

- 5.14 Pool Damage**  
Any damage to the pool and / or equipment shall be made good at the cost of the person causing the damage or if caused by a guest then the member responsible for the guest.

## **6. PARTICULAR RESTRICTIONS ON USE OF FACILITIES**

### **Tennis Court**

- 6.1** Appropriate footwear shall be worn at all times by persons using the tennis court.
- 6.2** No skateboards or other sports equipment may be used within the tennis court enclosure other than tennis equipment and basketballs and no other games other than tennis or basketball shall be conducted in the tennis court unless a Committee members expressly authorises that activity.
- 6.3** No person shall swing on or adjust the tennis net.

## **7. POOL**

### **Swimwear**

- 7.1** No person shall swim in the pool unless they are wearing appropriate swimwear. Swimming in jeans and / or any other street wear is **not** permitted.
- 7.2** No person is to enter into the pool with either open wounds or wound dressings (ie: sticking plasters etc)

## **8. CLUBHOUSE**

- 8.1** No person shall use the Clubhouse when a booking has been made unless they are invited by the person who has made the booking.
- 8.2** Any member may book the clubhouse and kitchen for a function by contacting the Booking Manager.
- 8.3** Upon making a booking a \$100.00 bond shall be paid to the Committee which shall be refunded upon satisfactory inspection being completed by 10.00am on the day following the booking.
- 8.4** The Clubhouse, Kitchen, Toilet / Shower facilities & BBQ are must be cleaned and left

- 8.5** The Clubhouse may not be used for overnight accommodation.

- 8.6** All property and equipment in the Clubhouse must be returned to its place in good, clean and tidy condition after use.

### **Damage**

- 8.7** Any damage to any property and / or equipment in the Clubhouse and / or pool area is to be reported immediately to the Booking Manager or member of the Committee.
- 8.8** The Committee reserves the right to charge the member for any expenses incurred for cleaning and / or making good any damage arising as a result of any function held by a member / resident or occupier of the property.

## **9. BBQ**

- 9.1** Bottled Gas for the BBQ will be made available for your use, included as part of booking the Clubhouse facility.
- 9.2** If the BBQ is used and is low on gas please notify the Booking Manager as soon as possible.
- 9.3** The BBQ must be thoroughly cleaned after use.
- 9.4** Only adults shall be permitted to use, attend and cook on the BBQ.
- 9.5** Members shall ensure that children are properly supervised around the BBQ.

## **10. HEALTH & SAFETY**

### **Dogs**

- 10.1** No dogs are permitted within any of the communal facilities.
- 10.2** All members and visitors shall abide by any health & safety plan published by and as amended from time to time by the Committee and as displayed in the Clubhouse.