

SCHEDULE 2
Residents Scheme Rule

1. MEMBER'S DEVELOPED PROPERTY

Maintenance

1.1 Each Member shall have the duty to keep each Developed Property which they own within Shangri-La Gardens and all improvements (including all fences) in a well maintained and attractive condition and shall not permit the accumulation thereon of unsightly rubbish or materials or in any other way permit the appearance of a property to detract from the general standards established for Shangri-La Gardens, without limiting the generality of the foregoing. Members shall arrange for regular watering, fertilising and cutting of grass areas, watering, fertilising and pruning trees, removal of weeds and rubbish and the repair and maintenance of all buildings, driveways, footpaths and landscaping features upon the lot.

Compliance with Statures, Bylaws

1.2 Each Member shall at all times comply with the requirements of all statures, regulations and local authorities and shall duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Developed Property.

Use

1.3 No Member shall use or permit to be used a Developed Property for any purpose other than for residential use without the prior written consent of the Committee, and in no case shall a Developed Property be used for a purpose not permitted under current local body planning requirements.

Signage

1.4 No Member shall erect any notice or sign on a Developed Property without the prior written consent of the Committee.

Security

1.5 Each Member shall properly secure that Member's Developed Property when it is not occupied.

Pets

1.6 No Member shall allow any animal, bird or pet (collectively "Pet") to cause a nuisance to any other Member. Without limiting the

generality of this rule, each Member shall ensure that:

- (a) the number and size of Pets are reasonable given the size of the Member's Developed Property and the environment of Shangri-La Gardens;
- (b) when Pets are outside the boundaries of the Member's Developed Property, Pets are under the control and supervision, and for this purpose, all dogs are on a leash;
- (c) all Pet droppings are immediately picked up and disposed of;
- (d) no Pet shall make any noise so as to disturb or otherwise cause a nuisance;
- (e) all Pets are maintained in a healthy and clean condition, and all laws and regulations relating to the keeping of such Pets are complied with;
- (f) no dangerous Pets are kept within that Member's Developed Property.

Members liable for damage

1.7 Each Member shall be liable for the costs of repairing any damage caused by that Member's Pets.

No infestations

1.8 No Member shall allow any Developed Property to become infested by vermin or insects.

2. BUILDING RESTRICTIVE CONVENANTS

Application of these provisions

2.1 The following provisions in rules 2.2 to 2.6 inclusive of this schedule shall apply to new dwelling houses as well as any alterations to the exterior of existing dwellings.

Approval

2.2 Each Member shall consult with the Committee before commissioning any plans or specifications for any dwelling house to be erected on the land and any exterior alterations to any dwelling house on the land and each member shall not erect or place or permit to be erected or placed on the land any dwelling house or exterior alteration to any dwelling house on the land without first obtaining the Committee's approval:

- (a) to the Plans and Specifications for the

dwelling house (such approval will not be unreasonably or arbitrarily withheld or delayed); and

- (b) to the exterior materials, finishes and colours to be used in the construction of the dwelling house. The Committee's approval may be withheld if the style or standard of the proposed dwelling house is not consistent with either the style or standard of dwelling house within Shangri-la Gardens.

Building Materials

- 2.3** The Member shall ensure that building materials used in construction of any dwelling shall be first grade new materials properly installed and shall not erect or place or permit to be erected or placed on the land any second hand or used dwelling house, garage any used or second hand building materials of any kind, unless firstly obtaining approval to the variation from the Committee.

Prohibited Materials

- 2.4** The Member shall not erect or place or permit to be erected or placed on the land any dwelling or garage, using or incorporating as cladding or exterior finishing materials:

- (a) fibre cement weatherboards in excess of 205mm in width;
- (b) uncoated fibre cement materials, other than factory prefinished roofing materials;
- (c) plywood or ply products;
- (d) untreated framing timbers;
- (e) unpainted corrugated galvanised steel;
- (f) unfinished in-situ concrete and concrete block

Caravans, Garden Sheds etc

- 2.5** Any sheds used during construction of the dwelling shall be removed immediately upon practical completion of the dwelling.

- 2.5.1** The Member shall not erect or permit or suffer to be erected or placed upon the land any caravan, hut or shed intended at any

time, to provided additional accommodation at the premises.

- 2.5.2** Garden sheds erected for the purpose of outdoor storage are permissible only if they are situated out of public view and do not negatively affect the outlook of neighbours.

Landscaping Controls

- 2.6** The Member shall on the completion of the dwelling landscape the Property with lawns, shrubs and trees. No shrubs or trees whether planted by the Member or otherwise, are to exceed 3 metres in height unless approved by the Committee prior to planting. If the Member defaults in so doing, the Committee may take whatever action it considers necessary at the expense of the Member to remedy the default, and if the Member fails to pay the Association upon demand for all costs so incurred the Association may recover the cost thereof from the Member as liquidated damages in any court or competent jurisdiction:

- (a) The Member will ensure that any retaining walls and exposed banks on the land will be planted in grass and / or shrubs. No areas of bare clay, gravel or earth will be permitted.
- (b) The Member will not cut down or prune any trees, shrubs or bushes currently growing on the land without the prior consent of the Committee. Such consent will not be unreasonably or arbitrarily withheld if such removal or pruning is necessary to allow construction of the dwelling to proceed or where such removal or pruning is necessary to preserve other trees or shrubs or in the interests of personal safety or protection of property.
- (c) The Member will ensure that any part of the land used as a driveway or path is surfaced in permanent materials acceptable to the Committee within three months of occupation of the dwelling house.
- (d) The Member will complete the construction of the dwelling and landscaping of the land within 12 months after commencement of construction of the dwelling.

- (e) The Member will not install any water storage tank on the land unless it is fully enclosed within or under a structure approved in writing by the Committee.
- (f) The Member will not erect any fence on the land or any structure on the land without first having consulted with the Committee and obtained the Committee's consent to the design of the fence and / or structure nor will the Member alter any fence or structure approved by the Committee without consulting with and having obtained the approval of the Committee to any alteration.