

# Villas Pappagallo

## Rules of Occupancy

(Updated July 2019)

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## **A. Introduction**

1. Every Occupant of Villas Pappagallo is subject to:
  - (a) All relevant provisions of Amended and Restated By-Laws of The Proprietors Strata Plan No 44 approved unanimously by Proprietors on 13 January 2007;
  - (b) Regulations which may be made from time to time by the Executive Committee under By-Laws 7.1.21 and 12.3 to govern the use of the Strata Lots and the Common Property.
2. Occupant is defined under By-Law 1.1.5 as “any person who occupies a part of Villas Pappagallo as Proprietor, lessee, guest, including but without limitation the Proprietor, his family, dependents, any other member of his household, his licensees, tenants, guests, invitees, visitors, agents or any other users of his Strata Lot, or in any other lawful capacity.”
3. Each apartment unit is referred to in the By-Laws and these Rules as a “Strata Lot”.
4. These Rules refer briefly to specific By-Laws, wherever one exists which covers the subject matter. Users should read the full text of the original By-Law referred to for the complete provisions.
5. Except where reference is made to a specific By-Law, these rules constitute regulations made by the Executive Committee.

## **B. Long and Short Term Rentals**

1. By-Law 7.1.12 permits long and short term rental for residential purposes.
  - (a) Proprietors undertaking long term rentals should ensure that the provisions of the By-Laws and these Rules of Occupancy are included by reference in any Lease or Tenancy Agreement, and that all legal requirements for registration and payment of stamp duty are met.
  - (b) Proprietors and other Occupants undertaking short term rentals to tourists must first obtain a Licence from the Department of Tourism and comply with all inspection, licensing and taxation requirements, and should ensure that all Occupants are familiar and comply with these Rules of Occupancy.

## **C. Access to Strata Lots**

1. By-Law 7.1.1 permits the Corporation or its agents to enter each Strata Lot for the purpose of inspecting it, repairing pipes, wires, cables and ducts, pest control, and ensuring compliance with the By-Laws.
2. Access shall be at reasonable times and subject to 24 hours’ notice, except in case of emergency when notice is not required.

3. To facilitate such access, By-Law 7.1.8 requires each Proprietor to provide a key for his Strata Lot. The Proprietor is responsible for the cost of repairing any damage caused to gain access if no key is provided.

#### **D. Use of Strata Lots**

1. The Proprietor, for himself and all other Occupants of his Strata Lot, undertakes:
  - (a) Not to use his Strata Lot in such manner as shall cause a nuisance or hazard to the Occupant of any other Strata Lot (7.1.10);
  - (b) Not to use his Strata Lot other than as a private residence (7.1.12);
  - (c) Not to permit anything which may cause any insurance to be rendered void or any premium to increase (7.1.13);
  - (d) Not to use the Strata Lot for any illegal or immoral purpose, nor for carrying on any trade or business (7.1.19);
  - (e) Not to hold any sale by auction, except with the prior written consent of the Executive Committee (7.1.32);

#### **E. Repairs to Strata Lots**

1. Each Proprietor is responsible for repairing and maintaining his Strata Lot (7.1.7).
2. Proprietors are prohibited from cutting or removing any main wall or timber, except to remedy and make good any defect (7.1.14).
3. Any structural alterations must be only with the written approval of the Corporation to the plans and specifications (7.1.15).
4. Any alteration to electric wiring or water supply system requires the prior consent of the Corporation (7.1.26). Any such work must only be undertaken by a properly licensed electrician or plumber.
5. If it should be necessary for the Corporation to obtain independent professional advice before approving plans for structural, electrical or plumbing alterations, any costs involved shall be payable by the Proprietor.
6. A Proprietor is responsible to do all work which under any law is directed or necessary (7.1.16).
7. A Proprietor is responsible for the cost of repairing any damage caused to any other Strata Lot or the Common Property by his negligence, or that of the Occupants of his Strata Lot (7.1.20).
8. All sinks, toilets, drains, waste pipes and air-conditioning drainage must be clear and open, and the Proprietor is responsible for all damage caused to the Strata Lot, other Strata Lots or the Common Property by the bursting, overflow, leaking or stopping up of pipes, equipment and appliances used in connection with plumbing, sewage, air-conditioning, dish washing, laundry or water heating (7.1.22 and 7.1.33).
9. In order to minimize inconvenience and nuisance caused to the Occupants of other Strata Lots, proprietors must:

- (a) Notify the Corporation with at least 1 months' notice for any major repairs and renovations which are recommended to be undertaken between May and November when fewer Strata Lots may be occupied;
- (b) Liaise with the Proprietors of adjacent Strata Lots to ensure minimum disruption to their peace and enjoyment;
- (c) Refrain from the use of hammers and power tools, or the employment of contractors, except during the hours of 8 a.m. to 5 p.m. Monday to Friday.
- (d) Provide adequate arrangements for the storage of all construction materials and equipment and the immediate removal of all waste.
- (e) Any digging on Common Property for the installation of electrical cables, air-conditioning lines or ducts or water pipes requires the prior written approval of the Corporation. Any damage to cables, lines, ducts or pipes serving other Strata Lots or the Common Property is the responsibility of the Proprietor doing the work.

**F. Balconies and Patios, Windows and Shutters**

1. Nothing shall be affixed to the outside walls of the Strata Lot, without prior written consent (7.1.25). In particular, no sign, awning, shutter (other than the existing hurricane shutters) canopy, antenna or wind-chime may be hung upon any balcony or patio.
2. No external lighting fixtures may be changed except, if damaged, by replacement with an identical fixture.
3. All windows of the Strata Lot shall be properly cleaned (7.1.23).
4. It is recommended that any curtains, drapes or blinds affixed to the inside of windows be off-white in colour, or be lined with outward-facing off-white material.
5. No clothes, linen, food or other articles shall be hung outside the Strata Lot nor in the windows thereof (7.1.29).
6. Only chairs, loungers and tables designed for outdoor use, together with a reasonable number of small decorative flower pots or planters, should be kept on balconies and patios. No other furniture, containers or sporting or exercise equipment is permitted.
7. No climbing or clinging vegetation is to be planted on any balcony, patio or the Common Property (7.1.39).
8. Barbecue grills, except for those provided by the Corporation, are not permitted to be stored or used within Strata Lots, on balconies or patios, or upon the Common Property.
9. The hurricane shutters outside all sliding doors and other windows are designed solely to protect the glass from damage during storms and hurricanes. They are not suitable, nor should they be used in an attempt, to provide additional security, whether a Strata Lot is occupied or unoccupied. Accordingly all shutters are to be left open, except after the announcement of a Hurricane or Tropical Storm Warning.

## **G. Use of Common Property**

1. By-Law 7.1.9 provides that the use of the Common Property by Occupants shall not interfere with the use and enjoyment of it by other Occupants.
2. No Occupant may alter, construct or remove anything from the Common Property without the written consent of the Corporation (7.1.36).
3. No Occupant may plant or grow any vegetable or flower gardens on the Common Property (7.1.38). Any Occupant who may have suggestions for the improvement of the landscaping should contact the Property Manager, but must not interfere with the regular gardening maintenance.
4. Occupants are responsible for the supervision of their children while within the Common Property, including full compliance with the By-Laws and Rules of Occupancy (12.10).

## **H. Pool, Jacuzzi and Beach**

1. All persons using any, pool, Jacuzzi or beach do so at their own risk. All children under the age of 12 must be accompanied by a responsible adult (12.9).
2. No glass beverage containers are permitted in any pool area (12.9).
3. No animals are allowed in any pool or Jacuzzi.
4. The use or washing of scuba gear in the pool is not permitted.
5. Occupants are required to comply with the rules posted at the pool at all times.
6. Occupants should use the poolside shower to remove sand before entering the pool, or to rinse off fishing, snorkeling and scuba gear. The shower must not be used for personal bathing or for washing any other items.
7. No fish may be cleaned in the pool area. Fish parts should be disposed of in the sea, away from the property.
8. Any Occupant moving any of the pool or beach furniture should ensure that it is returned to its original position, and any umbrellas which have been opened must be closed, after use.
9. Any Occupants wishing to host a party or other gathering involving more than 6 participants utilizing the Pool or Beach must seek prior approval from the Property Manager, in order to avoid any conflict with other events. All such gatherings must finish no later than 10 p.m.
10. Bonfires are not permitted at any time on the beach or any other part of the Common Property.

**I. Pets and other Animals**

1. No Occupant may keep any dog on any Strata Lot or the Common Property (7.1.28).
2. Other animals may be permitted with the prior written consent of the Executive Committee. In the event of nuisance caused by such permitted animal the Executive Committee may, upon the request of a Proprietor, remove such animal with 30 days' written notice (7.1.28).
3. Any dog accompanying a guest visiting a Proprietor must be kept on a leash whilst on the Common Property, and the Proprietor is responsible for the immediate removal of any litter caused by such animal (7.1.28).
4. Occupants should not feed any stray dogs, cats, roosters, chickens or other animals.

**J. Vehicles and Parking**

1. No Occupant may cause a motor vehicle to travel over or remain on any paths, grass verges, lawns or gardens (7.1.31.2).
2. No motor vehicle may be parked or remain stationary, except within designated parking bays within the parking lots, or at right-angles to, and adjacent to the south side of, the road beside the office/apartment (7.1.31.3).
3. No entrance, driveway, stairway or ramp may be blocked at any time.
4. No motor vehicle may be dismantled or repaired other than to enable it to be taken away for proper repairs (7.1.31.4).
5. No Occupant may permit the sounding of any horn from any motor vehicle except as may be necessary for the safe operation thereof (7.1.37).
6. No vans, boats, trailers, trucks, campers, mobile homes, or abandoned or broken vehicles may be parked or stored anywhere within the Strata Lots or the Common Property (including the parking lots) without the consent of the Executive Committee (7.1.41). A vehicle will be considered as being "abandoned or broken" unless it is capable of being driven and displays a current Licence Coupon.
7. Any vehicle parked in violation of the By-Laws may be removed on the instruction of the Property Manager at the expense of the owner if such vehicle remains in violation 48 hours after notice of violation is placed on the vehicle. (12.7).

**K. Internet**

1. The Strata provides ethernet and wi-fi connections which are shared by all Strata Lots in each building. When connecting any electronic devices to the network by any means, Occupants must ensure that their equipment is properly connected, is compatible with the existing system, and that no change is made to the network IP address or any other properties. The Strata maintenance person should be able to assist, failing which he will arrange for the Strata-appointed contractor to do so. Any

costs incurred in assisting Occupants, or in correcting problems caused by incorrect connection of devices, will be charged to the Proprietor of the Strata Lot.

#### **L. Noise**

1. No Occupant may make any undue noise in the Strata Lot or make or permit any musical or other sound audible outside the Strata Lot (7.1.30). To minimize the disturbance of other Occupants, it is suggested that:
  - (a) The slamming of doors be prevented by the use of door stoppers;
  - (b) Felt pads be fitted to chairs and other furniture which may be moved;
  - (c) Occupants of upstairs units be encouraged to remove outdoor footwear;
  - (d) If using audio equipment or musical instruments capable of loud volume, keep all windows and doors closed;
  - (e) Avoid loud conversations on balconies and patios, particularly at night when noise appears to travel greater distances.

#### **M. Garbage and Recycling**

1. No Occupant may place or keep any garbage container on a Balcony, Patio or on any part of the Common Property (7.1.35)
2. Recyclable materials (plastic, paper and cardboard, glass and aluminum) should be disposed of by placing in the designated containers in the recycling enclosure on the opposite side of the road.
3. All other household waste should be placed in the garbage dumpster next to the recycling enclosure.
4. The garbage dumpster must not be used for the disposal of construction waste, gardening waste, furniture and appliances or other bulky items. Occupants should contact Strata management or the Department of Environmental Health to arrange for collection of such items at the expense of the Occupant.

#### **N. Violations and Penalties**

1. If the Executive Committee becomes aware of any breach by an Occupant of the provisions of the By-Laws or these Rules of Occupancy, in the absence of any specific remedy within the By-Laws, the following procedures will apply;
  - (a) The Property Manager will arrange for verbal notice of the breach to be given to the Occupant;
  - (b) If the breach remains unresolved after 7 days, written notice of the breach will be provided to the Proprietor of the Strata Lot in question;

- (c) 30 days after provision of such written notice, if the breach shall remain unresolved, The Proprietor shall be charged a penalty of C\$50 per month until a satisfactory conclusion is reached;
- (d) In the event that a breach of the provisions of the By-Laws or these Rules of Occupancy should be resolved but is repeated within a period of 12 months, the above penalties shall be imposed immediately without notice;
- (e) The Proprietor is responsible for any legal expenses incurred by the Corporation in enforcing the By-Laws and Rules of Occupancy against him or any Occupant of his Strata Lot.