

# *Royale Apartments*

369 Hay Street  
Perth WA 6000

Strata Plan 58072

*~ Extract of Bylaws  
for Resident Use ~*



[www.royaleapartments.com.au](http://www.royaleapartments.com.au)

**Strata Company Managers:**

**Logiudice Property Group  
6 Preston Street, Como WA 6152  
PO Box 8044, South Perth WA 6151  
Ph: (08) 9368 5888  
Fax: (08) 9368 5800  
Email: [admin@lpg.com.au](mailto:admin@lpg.com.au)**

## **GYMNASIUM**

- All users of the gymnasium must be 16 or more years of age, UNLESS accompanied by a resident 18 or more years of age.
- The gymnasium is for use by resident and one guest per resident.

### **ALL USERS OF THE GYMNASIUM DO SO AT THEIR OWN RISK.**

Residents and guests using the gymnasium must take care in the use of the equipment and free weights in order to avoid injury

Opening times

Daily between 6.00 am and 10.00 pm.

**RULES:**

- Enclosed footwear must be worn at all times in the gymnasium.
- Users of the gymnasium must carry a towel at all times.
- All equipment and weights must be returned to the correct position after use.
- Music devices are only permitted in the gymnasium with the use of headsets.
- Glass and sharp objects are not permitted in the gymnasium.
- Alcohol and food are not permitted in the gymnasium
- Smoking is not permitted in the gymnasium
- Residents and guests are required to turn off the gymnasium lights and air-conditioning if they are the last to leave.

## **GAMES ROOM**

- All users of the Games Room must be 18 years old unless accompanied by an adult resident.
- The Games Room is for the use by residents and guests and all users must notify the concierge before and after use and supply name plus apartment No's before entering.
- All users must return room to clean and tidy condition before leaving.

Opening times:

7.00 am to 10.00 pm

The Games Room is for use by residents and two guest per resident unless prior arrangement has been made with the Building Manager or Concierge.

### **RULES**

- Pool cues, table tennis bats, balls will not be replaced or repaired if damaged or stolen.
- Smoking is not permitted in the Games Room
- Residents and guests are required to turn off lights and air conditioner if they are last to leave

## **AQUATIC AREAS**

- Maximum of 4 guests per/apt. Night swimming until 10.00 pm - (West Side Only)
- No drinks, alcohol, glass, or sharp objects in the wet areas
- No children under 16 without adult supervision
- No smoking
- No nudity in aquatic areas
- Footwear and appropriate clothing must be worn. Please dry off before leaving

## **MOVING IN AND MOVING OUT AND DELIVERY OF FURNITURE**

It is a requirement of this building to book the lift for all deliveries and moves. To make a booking please contact:

Building Manager 0459 026 158  
Monday to Friday - 7.00am to 4.00pm  
OR  
Concierge 0481 127 151  
Monday to Sunday - 6.00pm to 8.00pm

## **GENERAL RULES OF COMMON AREAS.**

The Owners of Royale Apartments support responsible drinking in all Common Areas and Resident Apartments, Residents and their guests consuming Alcohol in these areas are asked to do so in moderation, and with the quiet enjoyment of the facilities with others in mind.

Please note: if residents or their guests become disruptive and anti-social or show signs of intoxication or loud unruly behaviour on or around the premises they will be asked to leave and may also incur a fine up to \$400 for Breaching the By-laws.

Tenants who receive a Breach Notice may even be evicted.

Consumption of illicit/illegal drugs are **NOT PERMITTED** and will be referred to the Police.

## **SMOKING**

We take this opportunity to remind all Residents and Guests that Royale Apartments is a NON-SMOKING building. Please do not flick your ash or butts from the balconies.

If you smoke in your apartment, please be responsible to take care of smoke ash and butts or you may incur a fine.

## **FUNCTION ROOM**

It is a requirement to book the Function room a minimum of 3 days prior to date required. Authorisation is subject to Strata Management approval.

Maximum of 15 persons per event. Should an additional number of persons be authorised a Security Guard may be required at the Residents expense.

Facilities must be left in the condition to which they were found. Any additional cleaning required costs will be covered by the bond of \$200 which is paid when booking is made.

These facilities will remain locked at all times except for bookings arranged in accordance with the above.

Catered functions will not be allowed.

#### **RULES.**

- Residents are required to clean the area after use.
- Smoking is not permitted in dining or any common areas.
- Residents or their guests who abuse these facilities will not be allowed to make future booking.

### **FALSE FIRE ALARMS**

Please note that some residents are still not adhering to the guidelines below and therefore are incurring call out fees from the fire services contractor. Please ensure that you follow these guidelines:

#### **Tips to reduce false fire alarms:**

Some detectors are extremely sensitive; however, some very simple steps can be taken to assist in reducing the number of false fire alarms occurring, for example:

- Check toaster settings prior to use, and do not walk away from a toaster that has been set to further darken/cook toast,
- Do not smoke near detectors and do not direct aerosol spray at smoke detectors,
- Understand your fire alarm system and manage work activities that may produce dust, heat, steam and smoke etc.,
- Ensure sufficient ventilation for steam and fumes is installed, particularly in bathrooms and kitchens,
- Switch on fans and open vents and windows before cooking or showering,
- Know where all detectors are installed and ensure all reasonable measures are taken to avoid false fire alarm activations,
- Ensure workmen and contractors notify you that they are on site to carry out work as you may need to isolate specific and surrounding zones so dust, fumes, spraying or steam cleaning doesn't set alarms off.
- Please do not **TAMPER** or **DISCONNECT** the smoke alarm/sounder as this will interfere with the main fire panel and will not stop the alarms from sounding in the apartments.  
Any tampering will incur costs to the resident if the technician has to attend to fix.

### **SHORT TERM ACCOMMODATION - REGULATIONS**

There are regulations against conducting Short Term Stay accommodation at the complex. Royale Apartments is not zoned for Short Term Stay accommodation and it is therefore not permitted. It was advised that under the City of Perth current City Planning Scheme No. 2, 'short stay use' falls within the 'Special Residential' use group.

## **1. Use of Premises**

- 1.1 Subject to this Schedule 1 bylaw 16 a proprietor of a residential lot may only use his lot as a residence and the proprietor of a commercial lot may only use his lot for commercial purposes.
- 1.2 Notwithstanding bylaw 16.1 a proprietor of a residential lot may:
  - 1.2.1 grant occupancy rights in respect of his lot to residential tenants;
  - 1.2.2 conduct business from his lot so long as:
    - 1.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;
    - 1.2.2.2 the conduct of the business from the lot does not breach any local authority bylaw or regulation;
    - 1.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;
    - 1.2.2.4 the business does not involve the manufacture storage or vending of goods.
- 1.3 Notwithstanding bylaw 16.1 the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers of that or other lots within the scheme.
- 1.4 If a proprietor grants occupancy rights in respect of his lot he shall:
  - 1.4.1 promptly provide the council with the full name of each occupier;
  - 1.4.2 give each occupier a copy of the bylaws and the rules (if any) at the commencement of the occupation; and
  - 1.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the bylaws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

## **2. Repair and Maintenance of Premises**

- 2.1 A proprietor shall at the proprietor's cost:
  - 2.1.1 maintain his premises in a good state of repair and condition;
  - 2.1.2 maintain his premises in a clean condition free from all vermin and insects;
  - 2.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.

## **3. Alterations to Lot**

- 3.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
  - 3.1.1 obtained all the necessary approvals and permits of the local authority;
  - 3.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;
  - 3.1.3 given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to bylaw 18.1.1;

- 3.1.4 indemnified the strata company in respect of any cost expense or liability that may be incurred by the strata company consequent upon the proprietor undertaking the structural alterations building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.
- 3.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
- 3.2.1 that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
- 3.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 3.2.3 that no security door or gate within the scheme remains open while the works are carried out;
- 3.2.4 that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- 3.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;
- 3.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5.00pm and 8.30am or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietors of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this bylaw;
- 3.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

#### **4. Exclusive Use**

- 4.1 In this Bylaw "exclusive use property" means every portion of common property comprising
- 4.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
- 4.1.2 that portion of the common property required for an air conditioning system approved by the strata company in accordance with bylaw 20.
- 4.2 The strata company grants to each proprietor who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the proprietor's lot.
- 4.3 The strata company may withdraw the exclusive use rights or any part thereof described in this bylaw 19 of this Schedule 1 if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with bylaw 17 of this Schedule 1 or fails to remove an air conditioning system in accordance with bylaw 20 of this Schedule 1.
- 4.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to bylaw 19.3 of this Schedule 1 then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

## **5. Individual Air Conditioning Systems**

5.1 No proprietor shall affix any air conditioning system without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed air conditioning system is or is likely to be either:

5.1.1 so noisy as to cause a disturbance to adjoining proprietors; or

5.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

This bylaw does not relate to any air conditioning system installed or intended to be installed by the original proprietor.

5.2 Without prejudice to the generality of bylaw 20.1 in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the strata company either:

5.2.1 remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed at the time the air conditioning system was installed; or

5.2.2 subject to complying with bylaws 19 and 20 of this Schedule 1 replace the air conditioning system.

5.3 Should a proprietor:

5.3.1 fail to repair and maintain the air conditioning system pursuant to bylaw 17; or

5.3.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to bylaw 19.3 of this Schedule 1

then the strata company may enter the proprietor's lot or his premises and:

5.3.3 repair and maintain the air conditioning system at the cost of the proprietor; or

5.3.4 remove the air conditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the air conditioning system granted pursuant to this bylaw 20.

## **6. Behaviour**

6.1 A proprietor shall not:

6.1.1 use his premises or any part of the common property for any purpose which may be a breach of the bylaws, the regulations or bylaws of the local authority or any other governmental regulation or law;

6.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme;

6.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;

6.1.4 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the common property;

6.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or bylaws of the local authority or any other governmental regulation or law;

- 6.1.6 permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control;
- 6.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 6.1.8 be inadequately or inappropriately clothed when upon common property;
- 6.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 6.1.10 without the written consent of the strata company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 6.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

## **7. Vehicles**

7.1 Neither a proprietor nor a proprietor's invitee shall:

- 7.1.1 drive or control any vehicle at a speed in excess of five (5) kilometres per hour within the Scheme;
- 7.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
- 7.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
- 7.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company;
- 7.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
- 7.1.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

## **8. Responsibility for Proprietor's Invitees**

8.1 A proprietor shall:

- 8.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance, then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;
- 8.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.

## **9. Blockage of Drainage Pipes**

9.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

9.2 Any cost incurred by the strata company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of bylaw 24.1 of Schedule 1 shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.



**10. Proprietor to advise of Defects**

- 10.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the strata company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.
- 10.2 The strata company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.

**11. Damage to Common Property**

Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.

**12. Instructing Contractors by Proprietors**

- 12.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.
- 12.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the strata company of any additional cost of expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

**13. Garbage Disposal**

- 13.1 A proprietor shall:
- 13.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
  - 13.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
  - 13.1.3 comply with all local authority bylaws regulations and ordinances relating to the disposal of garbage;
  - 13.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

**14. Signs**

- 14.1 No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any). Nothing in this bylaw shall prevent the original proprietor from displaying "For Sale" signs within the scheme so long as the original proprietor is the proprietor of a lot within the scheme.
- 14.2 The proprietor may install signs on the exterior of a commercial lot which:
- 14.2.1 are limited to the commercial proprietors' trading name, the description of its business and the commercial proprietors' trade mark or insignia;
  - 14.2.2 do not exceed the dimensions approved by the Council;
  - 14.2.3 are in a style substantially similar to signs on other commercial premises in the vicinity; and
  - 14.2.4 are painted or comprise plastic characters which are not moving, flashing or animated.

- 14.3 Any signs or notices installed by the proprietor or a commercial lot shall be maintained by the proprietor of the commercial lot in good repair and condition at all times.
- 14.4 Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.
- 14.5 The council will approve of any sign which satisfies the requirements of the local authority.
- 15. Antenna**  
All television, radio or other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.
- 16. Pets**  
16.1 Neither a proprietor nor a proprietor's invitee may keep any animal within a lot without the prior written consent of the council.
- 17. Temporary Building**  
17.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the strata company.  
17.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.
- 18. Moving Furniture**  
Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.
- 19. Floor Coverings**  
19.1 A proprietor shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.  
19.2 All hard floor surfaces such as timber floorboards or tiles have been laid over acoustic underlay to meet the current Building Codes of Australia requirements. If a proprietor alters any laid floor surfaces the proprietor must ensure that it is laid over acoustic surfaces.
- 20. Cleaning Windows**  
20.1 Without derogating from the generality of bylaw 17 a proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.
- 21. Drying**  
Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.
- 22. Storage of inflammable liquids**  
Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 23. Floor Loading**  
Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

## **24. Car Bays**

24.1 A proprietor shall not:

- 24.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;
- 24.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

## **25. Rules**

25.1 The strata company may from time to time make, withdraw or amend rules for the use and management of the common property including but not limited to the management or control of:

- 25.1.1 the affixing of external aerials;
- 25.1.2 visitors' vehicle parking;
- 25.1.3 security;
- 25.1.4 use of stairways and passageways;
- 25.1.5 approval for keeping pets;
- 25.1.6 rubbish collection;
- 25.1.7 advertising and signs;
- 25.1.8 charges relating to the security system and security keys;
- 25.1.9 use of the Facilities.

25.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

## **26. Penalty for Breach of Bylaws**

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

## **27. Smoking**

27.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.

27.2 Any proprietor who breaches Bylaw 49.1 or permits a breach of that bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of Bylaw 49.1.

## **28. Use of Swimming Pools**

28.1 In this Bylaw

**"Pool Area"** includes the Swimming Pools and Spas and those areas adjacent to the Swimming Pools and Spas necessary for use and enjoyment of the Swimming Pools and Spas;

**"Spas"** means the spas forming part of the Facilities;

**"Swimming Pools"** means the swimming pools forming part of the Facilities.

- 28.2 This Bylaw regulating the use of the Swimming Pools and the Pool Areas is in addition to and not substitution of any other Bylaw or Rule relating to the use and enjoyment of the Facilities.
- 28.3 No child under sixteen (16) years of age may enter or remain within the Pool Areas unless accompanied by an adult person.
- 28.4 Neither a Proprietor nor a Proprietor's Invitee may:
- 28.4.1 use any part of the Pool Areas to the exclusion of any other person entitled to use the Pool Areas;
  - 28.4.2 use any part of the Pool Areas for any business;
  - 28.4.3 enter or remain in the Pool Areas if under the influence of drugs or alcohol;
  - 28.4.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
  - 28.4.5 spit or urinate or defecate in the Swimming Pools or Spas;
  - 28.4.6 use soap, detergent or any other substance that may foul or pollute any part of the Swimming Pools or Spas;
  - 28.4.7 climb up or onto any fence, partition, roof or raised object in the Pool Areas other than one intended for that purpose.
  - 28.4.8 enter or remain in the Pool Areas unless suitably attired;
  - 28.4.9 enter and exit the Pool Areas except through the gates and doors which are designed for that purpose;
  - 28.4.10 eat in or take into the Swimming Pools or Spas any food, drink or confectionery;
  - 28.4.11 permit any animal to enter the Pool Areas;
  - 28.4.12 leave any rubbish in the Pool Areas except in a receptacle provided for that purpose;
  - 28.4.13 smoke in the Pool Areas;
  - 28.4.14 enter or use the Swimming Pools or Spas if affected by or suffering from any infectious or contagious disease or skin complaint;
  - 28.4.15 use or leave drinking glasses, bottles or any other glass container within four (4) metres of the Swimming Pools or Spas;
  - 28.4.16 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Pool Areas; or
  - 28.4.17 tamper with any equipment in the Pool Areas.
- 28.5 Every Proprietor shall obtain and deliver to the Council an acknowledgement from every occupier of the Proprietors Lot in such form as is reasonably required by the Council from time to time to the effect that the occupier has been made aware of this Bylaw and the occupier's obligation to comply at all times with this Bylaw.