

BY-LAWS APPLICABLE TO THE VILLAGE

1. INTERPRETATION

As per Clause 1 in Occupancy Agreement.

2. UNOCCUPIED UNITS

The Resident shall advise BVB if he intended to be or is likely to be absent from the demised premises for any period exceeding seven days.

The Resident shall not without first advising BVB in writing of his intention to do so allow the Premises to remain unoccupied for any one continuous period in excess of sixty days.

3. CHARGE FOR UTILITIES

The Resident shall be liable for and shall pay on or before the due date all telephone service and rental charges and charges for use or consumption of gas and electricity where separately metered that may be payable in respect of the Premises.

4. CARE OF PREMISES

The Resident shall maintain the Premises and every part thereof tidy and free from rubbish and vermin and in a state of good repair (fair wear and tear, damage by fire, storm and tempest or act of God excepted) and shall leave the Premises in good repair. Further, the Resident covenants to exercise proper and reasonable care when using any of the common facilities of the Village.

5. ALTERATION TO PREMISES

The Resident shall not, without the prior consent in writing of BVB, and then only on the terms and subject to the conditions as in any such written consent may be specified, paint or permit to be painted, or make or permit to be made alterations or additions whether structural or otherwise to the interior or exterior of the Premises or any part thereof. Such alterations or additions shall become and remain the property of BVB without financial compensation to the resident unless BVB in its discretion otherwise determines.

6. ACCESS AND INSPECTION OF PREMISES

The Resident shall permit BVB, its servants or agents to enter the premises after due notice without interference by the Resident if it is:

- reasonably believed that a potential risk or emergency situation exists, or
- necessary to view the state of repair of the premises.

If it is considered by BVB that the condition of the premises is not consistent with fair wear and tear or has sustained damage due to a negligent act of the Resident, such repairs to the premises will be at the cost of the Resident.

7. DAMAGE TO VILLAGE PROPERTY

The Resident may be required at his own cost to make good any damage which may be caused to the Premises or to any part of the Village by reason of any act or omission or by reason of any neglect or negligence on the part of the Resident or any guest or visitor of the Resident.

When the cost of repair or replacement of damaged property is believed to be covered by insurance, BVB undertakes to lodge a claim under the relevant policy. The decision of insurers will determine whether any act or omission constitutes neglect or negligence.

8. UNREASONABLE DEMANDS

The Resident shall not make unreasonable demands on the time of any of the staff or employees.

9. PREMISES FOR RESIDENTIAL USE ONLY

The Resident shall during the continuance of the Term use the Premises for residential purposes only unless the Resident shall have first obtained the written consent of the BVB.

10. WRONGFUL USE OF PREMISES

The Resident shall not use the Premises or any part of the Village or permit the same to be used for any illegal purposes or in breach of any By-Laws of the Village. Nor shall the Resident act in such a manner as unreasonably to interfere with the use and enjoyment of the Village or to cause a disturbance, nuisance or a hazard, or to be offensive to another Resident or his family or visitors or to employees of or contractors to BVB or to owners or occupiers of any property adjoining the Village.

11. STORAGE OF GOODS

The Resident shall not store or permit to be stored on the Premises, or any part of the Village, any material or goods other than material or goods reasonably required by the Resident for use for household or recreational purposes unless BVB first consents thereto and which consent may be revoked by BVB at any time. Nor shall the Resident do or permit anything to be done which may in any way invalidate or violate the terms of any relevant insurance policy or which might cause the premium thereon to be increased.

12. PETS

The Resident shall not keep or permit to be kept on the Premises or on any part of the common areas any animal or bird without the prior written consent of BVB. The Resident acknowledges the right of BVB to revoke or withdraw such consent if any pet creates a nuisance which does not cease within a reasonable time after notice thereof is given by BVB to the Resident. The Resident shall ensure that proper control is maintained over pets brought into the Village by his visitors, and in the case of a dog, such animal must be restrained on a leash at all times.

13. SALES

The Resident shall not without the prior written consent of BVB permit any public sale whether by auction or otherwise to be held or conducted on the Premises or on any part of the common areas.

14. SUB-TENANCIES

The Resident shall not grant any occupancy right or sub-licence or sub-let the Premises or assign any of his rights and entitlements hereunder without the express consent of BVB, and the provisions of Section 144 of the Property Law Act 1958 as amended or re-enacted from time to time (if applicable) are hereby expressly excluded.

15. GUESTS STAYING IN VILLAGE

The Resident shall not permit any person to occupy the Premises for any aggregate period longer than four weeks in any twelve months without the prior consent of BVB. During this time the Resident shall also reside on the Premises unless BVB consents to his absence.

16. VISITORS

Residents are encouraged to have their family and friends within the Village, but are requested to ask their guests to show full consideration for the common areas and for the safety and property of residents.

17. VEHICLE USE

The Resident and his visitors shall ensure that vehicles are parked in the garages, carports or parking bays provided around the Village and not driven or parked on the grassed areas or in any place which would restrict emergency access. Speed limits as indicated by signs within the Village must be observed by residents and visitors.

18. BREACHES BY VISITORS OR GUESTS

The Resident shall be responsible for the behaviour of any of his visitors or guests and for their breach of any of the By-Laws herein contained.

19. COSTS OF RECTIFYING BREACH

The Resident shall pay any costs, charges and expenses which BVB may reasonably incur or expend in consequence of any default by the Resident in the performance or observance of any By-Law herein contained.

20. REMOVAL OF BELONGINGS

On the death of a Resident BVB may, after a seven day period (for Hostel Residents) and after a fourteen day period for (Independent Living Unit Residents), enter the Premises to remove them from unit to place in storage any or all personal belongs of the Resident at the cost of the estate. BVB may exercise a similar right if a Resident transfers to any other section of the Village or to any external institution and appears reasonably to BVB to be unlikely to retain to occupancy of the Premises.

If it is not reasonably practicable for BVB to obtain either the express permission of the Resident or of his notified next of kin or executor BVB shall require no further or other permission than is expressed herein.

21. WILLS

The Resident shall make a valid Will and keep BVB informed of its location.

22. VILLAGE AMENITIES AND ACTIVITIES

In any case in which entitlement to the use and control of village amenities or activities areas has been granted to a resident club or association, the resident shall make use of those amenities or facilities only in accordance with the proper rules and directions of that club or association and shall pay any prescribed club fee.

23. **GAMBLING**

Gambling will not be permitted in the common areas of the Village. However approval may be granted to conduct a limited raffle according to the following criteria:

1. Prize value to maximum of \$200.00.
2. All proceeds of the raffle must be used within the Village.
3. Each raffle must be approved by the Village Baxter Residents Committee.
4. The Committee shall approve only a limited number of raffles per year.

24. **ALCOHOL**

Alcoholic beverages shall not be kept, served or consumed within any of the common areas of the Village.

25. **GENERAL**

These By-Laws have been drawn up to ensure that Residents have full rights to live together in harmony in the Village. It is recognised that only a limited number of definitions have been included in By-Law 1 and should it be necessary at any time to define other words or terms herein BVB will endeavour to ensure that its rulings are fair and reasonable with due regard to the comfort and well being of the Residents.

26. **AMENDMENTS TO BY-LAWS**

The addition of any new By-Law the revocation or alteration of an existing By-Law may be made only in accordance with the provisions of the Retirement Villages Act 1986.