

# LAKESIDE VILLAS RESORT

## Resort - House Rules

**Version 1.00**

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## Welcome from the Chairperson

Kia ora and welcome to Lakeside Villas Resort.

On behalf of the Body Corporate Committee and our Management Team, I am delighted to welcome you to our Resort — your time here is important to us whether you are an Owner returning for another stay, an exchange guest, or visiting family and friends.

Lakeside Villas Resort has long been valued not only for its location and facilities, but for the spirit of cooperation and respect shown by those who stay here. As a timeshare community, we share something a little special: each of us enjoys our time here because those before us have shown care and consideration — and those after us will do the same.

These House Rules are not intended to be onerous. Rather, they exist to ensure that every occupant can enjoy a safe, relaxing, and comfortable stay. They help protect the amenity of our Units, the quality of our shared facilities, and the quiet enjoyment of all.

Our Resort operates within a structured framework of governing documents, but at its heart is something much simpler — mutual respect. Respect for fellow Owners, respect for staff, respect for the property, and respect for the beautiful lakeside environment in which we are fortunate to be located.

Thank you for taking the time to familiarise yourself with these Rules and for contributing to the continued enjoyment and success of Lakeside Villas Resort.

We wish you a pleasant and relaxing stay.

Ngā mihi,

**Les Waimotu**

Chairperson

Body Corporate Committee

Lakeside Villas Resort

## Part A – General Conduct

### 1. Purpose

These Resort House Rules are adopted to:

- Promote the quiet enjoyment of all proprietors and occupiers
- Protect the safety, amenity and reputation of Lakeside Villas Resort (“the Resort”)
- Preserve the common property and individual units
- Support compliance with applicable legislation and insurance requirements
- Provide clear standards for conduct by all persons on the property

These Rules apply in addition to the Body Corporate Operational Rules and all governing instruments of the Resort.

### 2. Application

These Rules apply to:

- Proprietors (Freehold Owners)
- Lessees
- Fixed Week Owners
- Floating Week Owners
- Tenants
- Guests and invitees

Each Proprietor or Lessee is responsible for ensuring their guests and occupants comply with these Rules.

### 3. Quiet Enjoyment & Conduct

3.1 Occupants must not use any Unit or Common Property in a manner that unreasonably interferes with the use or enjoyment of another Unit.

3.2 Excessive noise is prohibited at all times.

3.3 Quiet hours apply between:

**10:00pm and 8:00am**

During quiet hours, occupants must ensure noise levels are minimal.

3.4 Disorderly, offensive, or illegal behaviour is strictly prohibited.

3.5 Intoxication that results in disorderly or unsafe conduct is strictly prohibited.

## 4. Occupancy Limits

4.1 Occupancy of each Unit must not exceed the maximum number of persons (of any age) specified for that Unit type, as follows:

- Villas (Units 1-12 & 14) - 7 Persons
- Two Bedroom (Units 19, 21 & 22) - 7 Persons
- One Bedroom (Units 15-18) - 5 Persons
- Studio (Units 20 & 23-29) - 3 Persons

### 4.2 Prohibition on Temporary Accommodation and Vehicles on Common Property

The use of tents, caravans, campervans, motorhomes, trailers, or any temporary or portable sleeping accommodation on Common Property is strictly prohibited.

No person may erect, park, station, occupy, or permit the use of any such structure or vehicle for residential or sleeping purposes on Common Property.

Where Management reasonably believes that this clause has been breached, Management may:

- a) Require the immediate removal of the structure, vehicle, or item;
- b) Direct the responsible occupier and/or associated persons to cease occupation of the Common Property; and
- c) If the direction is not complied with promptly, arrange for the removal or towing of the vehicle or structure at the risk and cost of the responsible owner or occupier.

Failure to comply with a direction issued under this clause constitutes a breach of the House Rules and may result in removal of the offending persons from the Resort.

Nothing in this clause limits any other rights or remedies available to the Body Corporate or Management under the Operational Rules, applicable legislation, or general law.

4.3 Units must not be used for parties, events or commercial functions without prior written approval.

## 5. Use of Units

5.1 Units must be used for residential holiday accommodation purposes only.

5.2 No alterations, additions, or modifications may be made to a Unit without required approvals under the governing documents.

5.3 No items may be affixed to the exterior of any Unit or balcony without approval.

5.4 Washing, towels or clothing must not be hung in a manner visible from Common Property unless in designated areas.

5.5 None of the furnishings in the Unit or on the deck or courtyard forming part of the Unit shall be removed from the Resort site. If any Unit furnishings are moved but still within the Resort boundary, they shall be returned to the Unit prior to checking out.

## 6. Arrival, Departure & Unit Condition

### 6.1 Check-In

Standard check-in time is between **3.30pm and 5.30pm on Friday**.

Where an occupant anticipates arrival after Resort Office hours (5.30pm Friday; 12.00 noon Saturday; 5.00pm Monday–Thursday), the occupant must contact Resort management in advance to arrange access to the Unit.

After-hours key collection may be facilitated via the Security Box.

A personal identification number (PIN) will be required to access the Security Box.

An emergency contact number will be displayed at the Resort Office for assistance where necessary.

### 6.2 Check-Out

The latest check-out time is **9.30am on Friday**, marking the conclusion of the allocated Timeshare week.

All personal belongings must be removed from the Unit by 9.30am.

Vehicles must be removed from the Resort premises no later than **10.00am** on the day of departure.

These requirements are necessary to enable timely preparation of Units for incoming occupants.

### 6.3 Condition of Unit on Departure

Occupants must leave the Unit in a clean and orderly condition consistent with normal residential holiday use.

Prior to departure, occupants must:

- (a) Turn off all lights, appliances, heaters, and electrical equipment;
- (b) Strip down beds used and place all used linen and towels in the designated bathroom area (Villas – in the downstairs bathroom), using the bags provided;
- (c) Remove all personal belongings from drawers, cupboards, and storage areas;

- (d) Place unwashed dishes in the dishwasher and commence the wash cycle;
- (e) Dispose of rubbish in designated waste areas;
- (f) Make reasonable efforts to remove excessive mess, including wiping benches and vacuuming where necessary;
- (g) Lock the Unit securely.

Units must not be left in a condition requiring cleaning materially beyond the standard changeover cleaning undertaken between occupancies.

## 6.4 Key Return & Accounts

Occupants must check out at the Resort Office by 9.30am and return all keys, any access devices issued, and any equipment borrowed from the office.

All charges incurred during occupancy must be settled prior to departure.

Where departure occurs outside office hours, occupants must:

- (a) Settle any outstanding accounts in advance;
- (b) Lock the Unit; and
- (c) Return keys via the Security Box in accordance with management instructions.

Lost or unreturned keys or access devices may result in recovery of reasonable replacement or reprogramming costs.

## 6.5 Excess Cleaning & Late Departure

Where a Unit is not vacated by the required time, or is left in a condition requiring additional cleaning beyond the standard turnover process, the reasonable additional costs incurred may be recovered from the relevant Owner or Lessee.

This clause operates as cost recovery only and does not limit recovery of damage under Clause 32.

## 7. BBQ Facilities

7.1 Weber BBQs provided within Units or designated common areas must be used safely and in accordance with manufacturer instructions.

7.2 BBQs must not be used:

- Indoors;
- Under enclosed or poorly ventilated areas;
- During declared fire restrictions where use is prohibited by law.

7.3 All BBQs, regardless of location on the Resort, must be attended at all times while being used.

7.4 Users must ensure that BBQs are:

- Fully extinguished after use;
- Cleaned after use; and
- Left in a safe condition.

7.5 No additional portable BBQs or open-flame cooking devices may be brought onto the Resort without prior written approval from the Resort Manager.

7.6 The Owner or occupant is responsible for any damage or fire-related costs arising from misuse.

## 8. Security & Lock-Up

8.1 Occupants are responsible for securing their Unit at all times when it is unattended.

8.2 Doors and windows must be properly closed and locked when leaving the Unit.

8.3 Keys, access codes, and entry devices must not be shared beyond authorised occupants.

8.4 The Body Corporate and Resort management accept no responsibility for loss, theft, or damage to personal property within Units, except to the extent that liability cannot lawfully be excluded.

8.5 Any security concerns or suspicious activity should be reported immediately to Resort management or appropriate authorities.

## 9. Common Property

9.1 Common Property must be kept clear at all times.

9.2 Personal items must not be stored in hallways, walkways or other shared areas.

9.3 Damage to Common Property must be reported immediately.

9.4 Children must be supervised at all times while on Common Property (see Clause 13).

## 10. Unmanned Aircraft (Drones)

10.1 The operation, launching, landing, or storage of unmanned aerial vehicles (including drones or similar devices) anywhere within the Resort property, including Common Property and airspace above Units, is prohibited.

10.2 This prohibition applies regardless of whether the operator holds Civil Aviation Authority registration or certification.

10.3 The Body Corporate may grant written approval in exceptional circumstances where the use is for authorised promotional or operational purposes.

10.4 Any unauthorised drone activity may result in immediate suspension of the activity and may be reported to appropriate authorities where necessary.

## 11. Vehicles & Parking

11.1 Vehicles must be parked only in designated parking areas. Occupants are to note that there is only one (1) parking space per Unit and these are clearly numbered.

11.2 No parking is permitted on grassed areas, roadways or in fire access lanes within the Common Property of the Resort.

11.3 Unregistered or inoperable vehicles must not be left on the property.

11.4 The Body Corporate reserves the right to arrange removal of vehicles parked in breach of these Rules at the owner's cost.

## 12. Boats, Jet Skis & Trailers

12.1 Storage of boats, jet skis, similar watercraft or trailers, on Common Property is strictly limited due to space constraints.

12.2 No such vehicle may be brought onto or stored on Common Property without prior written approval from Resort management.

12.3 Approval, if granted, shall:

- Be temporary, that is, equal to or less than the Use Week;
- Specify the permitted location; and
- Be subject to revocation at any time.

12.4 Approved vehicles must not obstruct:

- Accessways;
- Parking areas;
- Fire access lanes; or
- Other occupiers' use of Common Property.

12.5 The Body Corporate accepts no liability for loss or damage to any watercraft or trailer stored on the property.

12.6 Unauthorised watercraft or trailers may be required to be removed immediately and may be towed at the owner's cost.

## 13. Health & Safety

### 13.1 Supervision of Children

#### 13.1a Responsibility for Supervision

Parents, guardians, and caregivers are responsible at all times for the supervision, safety, and conduct of children within the Resort.

The Resort does not provide supervision services and does not assume responsibility for the care or supervision of children.

#### 13.1b Children Requiring Supervision

For the purposes of these Rules:

**A child under fourteen (14) years of age must not be left within the Resort without reasonable supervision and care appropriate to the child's age, maturity, location, and activity.**

Supervision must be active and sufficient to ensure:

- The safety of the child;
- The safety of other persons;
- Protection of Resort property; and
- The quiet enjoyment of other occupiers.

#### 13.1c Higher-Risk Areas

Without limiting clause 2, children under 14 years must be under close and immediate supervision when using or present in:

- The swimming pool and spa pool areas;
- Carparks, driveways, and accessways;
- Lake frontage areas;
- Any area designated by Management as restricted or hazardous.

“Close and immediate supervision” requires a responsible adult to be physically present and able to intervene promptly.

#### 13.1d Management Direction

Where Management reasonably considers that a child is not adequately supervised, Management may require:

- The responsible adult to attend immediately; and/or

- The child to cease the activity or leave the area.

Failure to comply may constitute a breach of the House Rules.

### **13.1e No Limitation of Legal Duties**

Nothing in this Rule limits or replaces any legal obligations owed by parents or caregivers under New Zealand law.

13.2 Occupants must comply with all health and safety instructions issued by Resort Management.

13.3 Hazardous behaviour is prohibited.

13.4 Fire exits and equipment must not be obstructed.

13.5 Lakeside Villas Resort units are “Smoke Free” and smoking and vaping is prohibited inside the Units. Smoking and vaping are permitted only in outdoor areas, specifically on decks and in courtyards associated with Units and must not cause nuisance to other occupants of the Resort.

## **14. Pets**

14.1 Pets, belonging to either occupants or their visitors, are not permitted on site.

14.2 Assistance animals recognised under New Zealand law are permitted. Occupants are requested to notify management in advance where practicable. Identification and documentation papers need to accompany the animal should its presence be questioned by other occupants.

14.3 We recognise that some of our occupants have allergic reactions to pet hair and we make every effort to ensure that, where assistance animals have been accommodated, additional cleaning is provided to ensure the next occupant is not affected.

## **15. Rubbish & Recycling**

15.1 Rubbish and recycling must be disposed of in designated waste areas between the hours of **8.00am and 10.00pm** only.

15.2 Recycling must be sorted in accordance with signage.

15.3 No rubbish shall be left outside Units.

## **16. Rental & Guest Responsibility**

16.1 Where a Unit is occupied by non-owner guests, including rental guests:

- The relevant Owner or Lessee remains fully responsible for compliance with these Rules.

- The Owner or Lessee must ensure guests are provided with a copy (or summary) of these Rules prior to arrival.

16.2 Where serious misconduct occurs; the Body Corporate may:

- Require the immediate departure of guests, and/or
- Recover costs or damages from the responsible Owner or Lessee.

16.3 Repeated breaches by rental guests may result in restrictions on future rental privileges (subject to governing documents).

## 17. Peak Demand & School Holiday Conduct

17.1 During peak demand periods, including recognised school holiday weeks and weeks including public holidays:

- Higher occupancy across the Resort is anticipated.
- All occupants are expected to exercise heightened consideration for others.

17.2 Excessive gatherings, amplified music, or behaviour likely to disturb neighbouring Units are strictly prohibited during these periods.

17.3 Management may implement additional operational controls during peak periods to preserve safety and amenity.

## 18. Sustainability & Environmental Responsibility

18.1 Lakeside Villas Resort is committed to responsible environmental stewardship.

18.2 Occupants are expected to:

- Minimise water usage
- Turn off lights and appliances when not in use
- Use heating and cooling systems responsibly
- Separate waste and recycling in accordance with signage

18.3 No hazardous substances may be discharged into drains, landscaped areas, or common facilities.

18.4 The Body Corporate may adopt sustainability initiatives from time to time and publish guidance to occupants.

## 19. CCTV & Security Monitoring

19.1 For safety and asset protection purposes, CCTV monitoring may operate in designated Common Property areas in accordance with applicable privacy legislation.

19.2 CCTV is not installed within private Units.

19.3 Recorded material may be accessed or disclosed:

- For safety investigations
- To investigate damage or breaches
- To comply with legal obligations

19.4 Tampering with security systems is strictly prohibited.

## 20. Property Left Behind

20.1 Any personal property left in a Unit or on Common Property after an occupant's departure shall be deemed "Unclaimed Property".

20.2 The Resort may, at its discretion:

- Secure and store Unclaimed Property for a reasonable period; or
- Dispose of items that are perishable, unsanitary, hazardous, or of negligible value.

20.3 Unless circumstances require earlier disposal under clause 20.2, Unclaimed Property may be retained for up to **30 days** from the date of departure.

20.4 The Resort may:

- Require reasonable proof of ownership prior to release; and
- Recover any reasonable costs incurred in storage, handling, packaging, or postage prior to return.

20.5 If Unclaimed Property is not claimed within the retention period, the Resort may:

- Donate the property;
- Dispose of the property; or
- Otherwise deal with it at its discretion.

20.6 The Body Corporate and Resort management accept no liability for:

- Loss, deterioration, or damage to Unclaimed Property;
- Items disposed of in accordance with this clause; or
- Property left in common areas,

except to the extent that liability cannot lawfully be excluded.

20.7 Valuable items (including jewellery, cash, identification documents, or electronic devices) may be reported to Police where appropriate.

## Part B - Floating Week Bookings

### 21. Floating Week & Pooling Deed Compliance

21.1 Where a Unit is subject to the Pooling Deed and allocated under the Floating Week system, occupancy must occur strictly in accordance with:

- The Pooling Deed
- Any approved Ballot System or Reservation Guide
- Any enduring resolutions relating to allocation procedures

21.2 No person may occupy a Floating Week Unit unless the week has been validly allocated through the approved reservation process.

21.3 Any attempt to circumvent the approved allocation system, including unauthorised swapping, sub-allocation, or informal arrangements, is prohibited.

21.4 Compliance with the Floating Week allocation system is a condition of occupation.

21.5 Full details of the Floating Week allocation system are published in the Owners Guide.

### 22. Financial Standing & Reservation Security (Floating Weeks)

#### 22.1 Purpose and Status

This clause establishes administrative procedures governing validation and confirmation of Floating Week reservation requests.

It does not amend or extinguish proprietary rights under the Pooling Deed or other Governing Instruments. It regulates the conditions under which a reservation request will be treated as valid for allocation and confirmation.

#### 22.2 Definitions (for this Clause)

For the purposes of this clause:

**Financial Standing** means that all levies, special levies, interest, and other amounts properly due and payable in respect of the relevant Unit Title interest for prior Use Years have been paid in full, and any levy instalments due for the current Use Year have been paid.

**Reservation Security** means a prepayment of \$200, credited toward the annual maintenance levy for the relevant Use Year.

**Concurrent Period** means the initial 7-day period commencing at 1530 hours on the Friday exactly 52 weeks prior to the relevant Use Week and expiring at 1530 hours the following Friday.

### 22.3 Submission of Reservation Requests

- (a) A reservation request may be submitted at any time during the applicable reservation period.
- (b) All reservation requests are recorded upon receipt.
- (c) A reservation request is not treated as valid for allocation or confirmation unless validated in accordance with this clause.

### 22.4 Validation During the Concurrent Period (Week 1)

- (a) A reservation request submitted during the Concurrent Period must satisfy the following conditions to be treated as valid for ballot inclusion:
  - i. The Unit Title interest must be in Financial Standing; and
  - ii. Where the reservation relates to a future Use Year within the 52-week reservation period, the Reservation Security of \$200 must be paid.
- (b) Financial Standing and, where applicable, payment of the Reservation Security must be achieved no later than 1530 hours on the expiry of the Concurrent Period.
- (c) A reservation request not validated by that time shall:
  - i. Remain recorded for administrative purposes; but
  - ii. Not be included in the ballot pool for that Use Week.
- (d) Validation requirements apply uniformly to all Participants.

### 22.5 Validation After the Concurrent Period (Weeks 2–52)

- (a) Following expiry of the Concurrent Period, reservation requests are processed strictly in chronological order of receipt.
- (b) Prior to confirmation of a reservation:
  - i. The Unit Title interest must be in Financial Standing; and
  - ii. Where applicable, the Reservation Security of \$200 must be paid.
- (c) Where a reservation request is next in chronological order but is not validated:
  - i. The Participant shall be notified;
  - ii. The Participant shall have five (5) working days to achieve validation;
  - iii. If validation is not achieved within that timeframe, the request shall lapse for allocation purposes; and
  - iv. The next chronological request shall be processed.

(d) A lapsed request may be resubmitted but will take its place according to the time of resubmission.

## 22.6 Nature of the Reservation Security

(a) The Reservation Security:

- i. Is a prepayment of part of the maintenance levy for the relevant Use Year;
- ii. Is credited in full toward that levy;
- iii. Does not constitute an additional fee or penalty.

(b) The balance of the annual maintenance levy remains payable in accordance with levy notices and must be paid no later than 1 January in the relevant Use Year.

(c) If a reservation is cancelled in accordance with the Governing Instruments, the Reservation Security shall be dealt with in accordance with the applicable levy and cancellation provisions.

## 22.7 Effect of Non-Payment Prior to Occupation

(a) A Participant whose reservation has been confirmed but who subsequently falls out of Financial Standing prior to occupation may be refused occupation until outstanding amounts are cleared.

(b) Nothing in this clause limits the Body Corporate's or Lessor's rights to recover unpaid amounts in accordance with the Governing Instruments or applicable legislation.

## 22.8 Preservation of Governing Instruments

Nothing in this clause:

- (a) Amends the Pooling Deed;
- (b) Varies proprietary ownership rights;
- (c) Prevents a Participant from submitting a reservation request; or
- (d) Limits enforcement rights available under the Governing Instruments or legislation.

This clause operates solely as an administrative validation and confirmation mechanism applied uniformly for the orderly and financially sustainable operation of the Resort.

## Part C – Banking and Exchange of Use Weeks

### 23. Banking of a Use Week with an Exchange Company

#### 23.1 Purpose

To clarify the conditions under which a Use Week may be banked with an external exchange company (including but not limited to RCI or 7Across) where the banking process is facilitated through Lakeside Villas Resort.

#### 23.2 Scope

This Rule applies to all Owners of Timeshare Weeks (Fixed or Floating) who request that Lakeside Villas Resort facilitate the banking of their allocated Use Week with an exchange company.

#### 23.3 Principle

Banking of a Use Week is a discretionary administrative service facilitated by Resort Management and is conditional upon compliance with all financial obligations owed to the Body Corporate and/or Lessor in respect of that Week.

#### 23.4 Eligibility to Bank a Week

A Use Week may only be banked through Lakeside Villas Resort where:

- a. The Week has been validly allocated or confirmed in accordance with the Governing Instruments;
- b. All maintenance levies, special levies, interest, and any other amounts due in respect of that Week (and any other Week owned by the same Owner, if applicable under the Governing Instruments) have been paid in full;
- c. There are no outstanding breaches of the Governing Instruments or Resort House Rules by the Owner; and
- d. The request to bank is made within the timeframes required by the relevant exchange company and Resort administrative procedures.

#### 23.5 Requirement for Payment in Full

Where a maintenance levy (or any portion thereof) remains unpaid at the time a banking request is made, the Resort will not complete the exchange banking process.

Payment must be received in cleared funds prior to the Resort confirming the banking of the Week with the exchange company.

A provisional or pending banking request does not constitute confirmation of banking and confers no entitlement until payment obligations are fully satisfied.

### 23.6 Administrative Nature of Service

The Resort's role in facilitating banking is administrative only.

The Resort does not guarantee acceptance, trading power, availability, or outcome within any exchange system.

Owners remain responsible for all membership fees, exchange fees, and compliance requirements imposed by the exchange company.

### 23.7 Arrears and Suspension

Where an Owner is in arrears in respect of any levy or charge:

- a. The Resort may suspend administrative services relating to banking or exchange; and
- b. Any previously initiated but uncompleted banking process may be withheld until arrears are fully remedied.

### 23.8 No Waiver

Nothing in this Rule limits or waives the Body Corporate's or Lessor's rights to recover unpaid amounts in accordance with the Governing Instruments or applicable legislation.

## Part D - Facilities

### 24. Recreational & Shared Facilities – General Risk Acknowledgement

24.1 The Resort provides certain recreational, sporting, and shared-use facilities for the enjoyment and convenience of occupants.

24.2 Use of all such facilities, including but not limited to laundry facilities, sporting courts, spa pools, saunas, playground equipment, watercraft, bicycles, and similar amenities, is undertaken entirely at the user's own risk.

24.3 Occupants acknowledge that:

- (a) Recreational and sporting activities inherently involve risk of personal injury, illness, property damage, or loss;
- (b) Weather conditions, water conditions, mechanical failure, misuse, or the conduct of other users may increase such risks;
- (c) The Body Corporate and Resort management do not provide supervision, instruction, or personal safety oversight unless expressly stated.

24.4 Users are responsible for:

Assessing their own fitness, capability, and suitability to use any facility;

Supervising children and dependants at all times;

Complying with all posted signage, usage instructions, and safety guidelines.

24.5 The Body Corporate and Resort management shall not be liable for injury, loss, or damage suffered by any person arising from the use of recreational or shared facilities, except to the extent that liability cannot lawfully be excluded.

24.6 The Body Corporate may restrict, suspend, or close any facility at any time for safety, maintenance, regulatory compliance, or operational reasons.

24.7 Failure to comply with facility rules may result in immediate suspension of access privileges.

## 25. Guest Communal Laundry Facilities

25.1 The Guest Communal Laundry is provided for the use of occupants of Units that do not include in-unit laundry facilities.

25.2 Use is at the occupant's own risk.

25.3 Laundry facilities must be used in accordance with posted instructions.

25.4 Children must not operate laundry machinery (see Clause 13.1b).

25.5 Machines must not be overloaded or misused.

25.6 Laundry items must be removed promptly upon completion of a cycle.

24.7 The Resort accepts no responsibility or liability for loss, theft, or damage to items left unattended except to the extent that liability cannot lawfully be excluded.

25.8 Flammable, hazardous, or heavily soiled items must not be placed in laundry machines.

## 26. Swimming Pool

26.1 Use of pool is at the user's own risk.

26.2 All posted pool rules must be observed.

26.3 Children under the age of 14 must be supervised by a responsible adult.

26.4 No glass containers are permitted in pool areas.

26.5 Appropriate swimwear must be worn.

26.6 Young children must wear waterproof nappies when in the Pool. If the swimming pool is soiled, the reasonable costs incurred may be recovered, as this requires emptying of the pool, cleaning of the filtration system and bringing the pool back up to temperature.

## 27. Squash Court

27.1 The Squash Court is provided for recreational use by occupants and their guests.

27.2 Appropriate non-marking footwear must be worn at all times.

27.3 Players must use appropriate sporting equipment.

27.4 Children must be supervised.

27.5 The Court must not be used in a manner that causes damage to walls, flooring, or fixtures.

27.6 Access may be subject to booking procedures prescribed by management.

27.7 Use is at the participant's own risk.

27.8 A single basketball hoop is installed within the Squash Court to facilitate additional recreational use.

27.9 Basketball use must not involve:

- (a) Hanging from or applying excessive force to the hoop;
- (b) Use of inappropriate balls likely to cause damage;
- (c) Conduct likely to damage walls, glazing, or lighting fixtures.

27.10 Users must return the Court to a safe and orderly condition after use.

## 28. Tennis Court (Multi-Use Court)

28.1 The Tennis Court is provided for recreational use by occupants and their guests and may be configured for tennis or informal football using mobile nets supplied by the Resort.

28.2 Use of the Court is at the user's own risk.

28.3 Footwear is recommended when using the Tennis Court as the artificial surface includes infill sand which can be extremely abrasive.

28.4 Mobile nets and football goals must be:

- (a) Positioned safely;
- (b) Used in accordance with their intended purpose; and
- (c) Returned to designated storage areas after use.

28.5 Climbing, hanging from, or misusing nets or goal structures is prohibited.

28.6 Children must be supervised (see Clause 13.1b).

28.7 Access may be subject to booking procedures prescribed by management.

28.8 The Court must not be used in a manner likely to cause damage to fencing, surfaces, or adjacent property.

## 29. Saunas

29.1 Use of sauna facilities is at the user's own risk.

29.2 Sauna use is restricted to persons aged 16 years and over unless accompanied by a responsible adult.

29.3 Users must comply with all posted time limits and safety instructions.

29.4 Persons who are pregnant, have medical conditions, or are under the influence of alcohol are advised not to use sauna facilities.

29.5 Glass containers are prohibited.

29.6 Swimwear or towels must be worn.

## 30. Dedicated and Communal Spas

30.1 Dedicated Spas are located in the courtyard of each Villa (Units 1-12 and 14). Communal Spas are located opposite reception and provided for the shared use of occupants of Units other than Villas.

30.2 Use of all Spas is at the user's own risk.

30.3 Children must be supervised by a responsible adult (see Clause 13.1b).

30.4 No glassware is permitted in spa areas.

30.5 Persons must shower before entering the spa.

30.6 Persons with open wounds, infectious conditions, or under the influence of alcohol must not use the spa.

30.7 Spa capacity limits as posted must not be exceeded.

30.8 Spa covers must be replaced after use (where applicable).

30.9 Spa room doors on Communal Spa rooms are to be securely locked on exit.

## 31. Trampoline

31.1 Use of the trampoline is at the user's own risk.

31.2 Only one person may use the trampoline at a time unless otherwise posted.

31.3 Children must be supervised by a responsible adult (see Clause 13.1b).

31.4 No somersaults, flips, or hazardous manoeuvres are permitted.

31.5 The trampoline must not be used in wet conditions.

32.6 Footwear, sharp objects, and food or drink are prohibited on the trampoline.

## 32. Kayaks and Paddle Boards

32.1 Kayaks and paddle boards are provided for recreational use by occupants, subject to availability.

32.2 Use is at the user's own risk. Life Jackets are provided, and the Resort promotes the use of them during water activities.

32.3 Children must be supervised by a responsible adult (see Clause 13.1).

32.4 Equipment must be returned clean and undamaged.

32.5 Users must comply with all applicable local waterway regulations.

32.6 The Resort may suspend use in unsafe conditions.

32.7 Use of kayaks and paddle boards is subject to the Resort's booking system.

32.8 Users must adhere to booked time allocations and ensure equipment is returned promptly to enable use by others.

32.9 Failure to return equipment within the booked time without reasonable cause may result in suspension of future booking privileges.

## 33. Bicycles

33.1 Bicycles provided by the Resort are for recreational use by occupants, subject to availability.

33.2 Use is at the user's own risk.

33.3 Helmets shall be worn while riding the bicycles.

33.4 Bicycles must not be used in a reckless or unsafe manner.

33.5 Users are responsible for securing bicycles when not in use.

33.6 Any damage or mechanical issues must be reported immediately to the Resort Management.

33.7 Use of bicycles is subject to the Resort's booking system.

33.8 Bicycles must be returned at or before the conclusion of the booked time.

33.9 Repeated failure to comply with booking allocations may result in suspension of use privileges.

## Part E – Enforcement & Interpretation

### 34. Damage & Loss

34.1 Occupants are responsible for any damage caused by themselves or their guests.

34.2 The cost of repair or replacement may be recovered from the relevant Owner or Lessee.

### 35. Compliance & Breach

35.1 Failure to comply with these Rules may result in:

- Written warning
- Recovery of costs
- Restriction of facility access
- Refusal of future bookings (where permitted)
- Enforcement action under applicable legislation

35.2 Serious or repeated breaches may be referred to the Body Corporate Committee.

### 36. Interpretation

To the extent of any inconsistency, the relevant governing instrument prevails.

### 37. Amendment

37.1 These Resort House Rules are adopted and maintained pursuant to the delegation of powers from the Body Corporate to the Body Corporate Committee.

37.2 Subject to that delegation, the Body Corporate Committee may amend, revoke, or replace these Resort House Rules by resolution of the Committee.

37.3 Nothing in this clause authorises the Committee to amend any provision in a manner inconsistent with:

- The Unit Titles Act;
- The Body Corporate Operational Rules;
- The Memorandum of Lease; or
- The Pooling Deed.

## Part F: Administration and Ownership Matters

### 38. Sale of Units (Resale of Existing Units)

#### 38.1 Private Ownership and Sale

All Units at Lakeside Villas Resort are privately owned, whether by an individual, company, trust, or other legal entity.

Any sale or transfer of a Unit is a private transaction between the owner and the purchaser. The Resort, the Body Corporate, and Management do not act as real estate agents, brokers, or sales representatives in relation to the sale of Units.

#### 38.2 Information and Website Listing

An owner may approach Management to:

- a) Obtain general factual information about the Resort for the purpose of assisting a private sale; and/or
- b) Request that basic sale details be posted on the Resort website.

Any such website listing:

- Is provided at Management's discretion;
- Is limited to factual information supplied by the owner;
- Does not constitute marketing services or representation by the Resort; and
- May be amended or removed at any time.

The Resort does not guarantee that a listing will result in a prospective purchaser being found.

#### 38.3 Enquiries from Prospective Purchasers

Where a prospective purchaser contacts the Resort regarding a Unit for sale:

- The Resort may provide that person's contact details to the relevant owner; or
- With the owner's consent, provide the owner's contact details to the prospective purchaser.

The Resort does not:

- Negotiate sale terms;
- Provide price guidance or valuation advice;
- Recommend a sale price; or
- Participate in contractual arrangements between parties.

**38.4 No Agency Relationship**

Nothing in this Rule creates an agency relationship between the Resort and any owner in respect of the sale of a Unit.

Owners remain solely responsible for:

- Marketing their Unit;
- Complying with applicable legal and regulatory requirements; and
- Completing all documentation associated with the sale or transfer of ownership.