

## VILLA TAMARAMA – TERMS & CONDITIONS

September 2018

### **Article 1 - Application of Rules**

These Rules are instituted for the comfort and security of all Guests of The Estate and are binding on all Guests and their invitees. A reference to a "Guest" in these Rules includes the invitees of the Guest and the children of the Guest and the invitees

### **Article 2 - General Rules**

2.1. Guests will not damage any lawn, pavement, irrigation system, garden, trees, shrubs, plants or flowers or any other things, being part of or situated upon The Estate.

2.2 Guests will not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any part of The Estate.

2.3 Guests will not deposit or throw upon The Estate any rubbish, dirt, sand or other foreign material which must be deposited in the receptacles provided.

2.4 Guests will ensure that any child or juvenile over whom they have control or responsibility will not cause any damage to The Estate or create any noise or other nuisance likely to interfere with the peaceful enjoyment of The Estate by other Guests.

2.5 Guests will ensure that any child or juveniles over which they have control shall exercise due care and have regard to these Rules and any restrictions imposed upon usage at the Villas or the Common Areas at The Estate.

### **Article 3 – General Restrictions**

#### **3.1 No Commercial Use**

No part of The Estate may be used in any way (directly or indirectly) for any business, commercial, manufacturing, mercantile, storing or vending purposes, or for any purposes which are not consistent with the Villa being used for the purpose of human habitation provided that an Owner may use a Villa in the exercising of his profession, but only as a secondary purposes and with no outside manifestation.

#### **3.2 No Signs**

No sign or billboard of any kind may be displayed to the public view by a Guest on any portion of a Villa.



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### 3.3 No Nuisance

3.3.1 No Guest may carry out activities that constitute a General Nuisance or a Specific Nuisance as defined below.

3.3.2 For the purpose of this Rule 3.3, 'General Nuisance' means any activity which:

- is or may become an unreasonable annoyance or nuisance to other Guests; or
- in any way unreasonably interferes with the quiet enjoyment of Guests; or
- In any way increases or is likely to cause an increase in the insurance premiums applicable in respect of any part of The Estate.

3.3.3 'Specific Nuisance' includes:

- Conducting auctions or other sales of any goods or services, whether directly or through an agent;
- Making excessive and continuous loud noises or emitting noxious odors;
- Operating exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for those purposes) at unreasonable and excessive noise levels;
- Using noisy or polluting power equipment or power tools; and
- Using items or paraphernalia that may interfere with television, internet, radio or other wireless reception in The Estate.

### 3.4 Vehicles

3.4.1 All private vehicles shall be parked at the designated parking areas located at the front of The Estate or within the individual Villas. No private vehicles are permitted to enter or remain upon any part of The Estate outside the designated parking areas.

3.4.2 Commercial vehicles (which include, but is not limited to dump trucks, cement mixer trucks, coaches, buses, delivery vans, whether mobile or otherwise) are not allowed into The Estate without the prior written approval of The Estate Management.

### 3.5 No Animals

3.5.1 No animals of any kind may be brought on to The Estate.

### 3.6 Responsibility for Invitees

Guests must take all necessary or appropriate steps to ensure that their family members and Invitees comply with these Rules and must take all reasonable steps to ensure that their family members and Invitees do not behave in a manner likely to interfere with the peaceful enjoyment or safety of other Guests.

### 3.7 Unsightly Items

3.7.1 Exterior fires are prohibited in any Villa, except for barbecue fires contained within receptacles



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in enclosed yards, which are not create a fire hazard.

designed in such a manner that they do

3.7.2 Clothing or household fabrics must not be hung, dried or aired in such a way as to be visible on whole or in part from any other Villa or any part of The Estate.

### 3.8 External Fixtures

No external fixtures including, but not limited to, television and radio poles and antennae, flagpoles, clothes lines, built-in barbecues, wiring, insulation, air conditioning equipment, awnings, ornamental screens, screen doors, balcony or patio enclosures shall be constructed, erected or maintained on any Villa without the prior written approval of The Estate Management.

### 3.9 Temporary Building

Except for children's recreational facilities, outbuildings, tents, shacks, sheds, and other temporary buildings or improvements, may not be placed on any part of The Estate temporarily or permanently unless The Estate Management has approved the placement in writing.

### 3.1 Holding of Function or Party

Any Guest intending to hold any function or party in any Villa or anywhere else within The Estate must notify such intention to The Estate Management at least 3 days prior to the proposed date of the function or party, giving such particulars as may be requested by The Estate Management. Where such function or party is proposed to be held on any part of The Estate outside a Villa, the prior written approval of The Estate Management must be obtained for such use, which approval may be withheld in the discretion of The Estate Management. For the purpose of this Rule a function or party shall be deemed to be any gathering of 20 or more persons. All functions and parties at The Estate will be subject to payment of an Event Fee in accordance with the prevailing rates of The Estate Management.

## Article 4 - Security Controls

### 4.1 Admission to The Estate

A person who is not a Guest may not enter The Estate without prior notification of the identity of such person to the security personnel manning the entrances to The Estate.

### 4.2 Right to Refuse Admission

The security personnel have the right to prohibit entry to or remove from The Estate any persons that they consider may be entering for a purpose that breaches or may breach any of these Rules. The security personnel and The Estate Management are not liable for any damage caused by them to persons or property in carrying out their responsibilities under these Rules.



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**Article 5 - Further Rules and Penalties**

5.1 The Estate Management may from time to time, at its sole discretion, amend or supplement these Rules and make rules relating to any service to be provided by The Estate Management and the use of The Estate premises.

5.2 A Guest or any other person who contravenes or fails to comply with any provision of these Rules shall be liable to:

(a) removal from The Estate premises if The Estate Management deems such removal to be in the best interests of preserving the amenity, safety or quiet enjoyment of other Guests;

(b) imposition of a fine for anyone breach in such amount as is reasonable and appropriate in the circumstances, such fine to be notified by The Estate Management to the Guest on whose authority such person is present on The Estate, and charged to the account of the relevant Guest; and

(c) pay for any damage caused by an Guest or by any person on whose authority such person is present on The Estate, and such damages will be charged to the account of the relevant Guest.

5.3 Any Guest who is aggrieved by the imposition of a fine or damages shall be entitled to make a personal representation to the Board of Directors of PT South Beach Hotel, who shall act reasonably and equitably in making a determination on the matter and whose decision thereupon shall be final.