Special By-law 109 — Vehicles & Garages

109.1 Vehicles

a) You must not drive an unregistered vehicle on CP except for the purpose of obtaining registration.
b) You must not drive a vehicle on CP at a speed greater than 5 km/h.
c) You must not rev the engine of a vehicle within Côte d'Azur, or allow any engine to idle longer than necessary.
d) You must not attempt to drive any vehicle greater than 2.2m in height into the basement garage.
e) You must abide by any signage, notices or line markings displayed for the control of vehicles on CP.
f) We are unable to provide parking for any vehicles beyond the number which can be garaged in the available space of your own Lot.
g) The ~~Owner or Occupier~~ Occupant of each Residential Lot is entitled to apply to Council for a single vehicle parking permit to allow the nominated vehicle to park on neighbouring streets without time limitation.
h) Except as permitted in this By-law, you must not park or leave any vehicle unattended on CP at any time without our approval.
i) You must provide us details on our request of vehicles owned by all ~~residents~~ Occupants of your Lot and garaged at Côte.

109.2 Garage Use

a) You must keep your garage door closed and locked at all times when you are not actually in your garage, except when your garage door must be open for ingress or egress.
b) You must keep your garage clean and tidy at all times, including dusting your garage door.
c) You must not use your garage for any unlawful purpose or any use not permitted by Council or other regulations.
d) You must not store anything within your garage without our approval apart from a motor vehicle or other vehicle and related items as expected to be found in a normal domestic garage.
e) With the exception of the fuel in the tank of your vehicle, you must not store any inflammable substance beyond the usual amount of paints, chemicals or solvents expected to be found and used in a residential garage.
f) You are permitted to use the CP electrical power supplied to your Residential Lot garage for occasional use of small handyman power tools or accessories, or equipment related to the normal maintenance, cleaning or upkeep of a non-electric domestic motor vehicle, a personal mobility device, or any non ride-on sporting equipment.
g) We reserve the right to establish and charge you a fee to cover your increased CP electricity consumption should you install or use a refrigerator or freezer in your garage.
h) You must not install or use other white goods or other items requiring CP electricity consumption except as permitted by clause 109.2(f).
i) For the charging of any electric passenger vehicle (not including a mobility scooter) you must install cabling from your garage to your own Lot's electricity supply and meter, and not use our CP electrical power.
j) You must not interfere with or add to the CP lighting in your garage.
k) You must promptly inform us of any defect or malfunction of the CP lighting in your garage and provide access for its repair.
l) You must not enclose your garage or install or store anything in your garage which would interfere with the free flow of air for the garage ventilation system.
m) To restore the free flow of air for the garage ventilation system, you must remove any previously installed enclosure of your garage if ownership of your Lot changes, even if such enclosure may have had our approval.
n) You must promptly clean up any garbage, waste or liquid which you drop or spill in your garage or in the car park.
o) You may allow another R~~esident~~ of Côte to occupy your garage in whole or part, and we may reprogram their security key(s) at cost to provide access.
p) You must not allow your garage to be used by people who do not reside in Côte.
q) You may fit a garage door opening mechanism with our approval, but you are responsible for the maintenance, upkeep and eventual replacement of that device, and any damage or increased wear and tear to the original door.
r) We are responsible for maintenance of original CP garage door opening mechanisms, but not for repair or replacement of remotes or batteries.

109.3 Visitor Car or Motor Bike Parking

a) You are permitted to park in a designated visitor space provided the vehicle satisfies all the following criteria:
   i) It belongs to a bona fide visitor to your Residential Lot;
   ii) It does not belong to a Resident or Occupant of your Lot;
   iii) It does not have a Council resident parking permit applicable to Côte;
   iv) It is not owned, driven or parked by a Visitor to a Commercial Lot;
   v) It is not associated with a Commercial Lot;
   vi) It is less than 6m in length and does not overhang the tarmac;
   vii) It is parked wholly within a single space;
   viii) It is not a motor bike or scooter; and
   ix) It is not a trailer, caravan or other item capable of being towed.

b) You are permitted to park ~~any~~ a motor bike or scooter in a designated visitor motor bike space provided the motor bike or scooter satisfies all the following criteria:
   i) It belongs to a bona fide visitor to your Residential Lot;
   ii) It does not belong to a Resident or Occupant of your Lot;;
   iii) It is not owned, ridden or parked by a visitor to a Commercial Lot;
   iv) It is not associated with a Commercial Lot; and
   v) It is parked wholly within a single motor bike space.

c) You must not allow any vehicle to remain overnight in visitor parking for more than two nights in a row. ~~on any more than two separate occasions in any thirty day period.~~

d) You must not allow any single vehicle to remain overnight in visitor parking for more than four nights in total in any thirty day period.

e) You must not occupy visitor parking with any combination of individual visitor vehicles for more than six nights in total in any thirty day period.

f) If you have sufficient vacant garaging as part of your Lot, you must park your visitor's vehicle in your own garage when on site for more than three hours or overnight.

109.4 Car Wash Bay

a) Nothing in this By-law prevents you from washing or cleaning your own vehicle in the designated Car Wash Bay for the permitted duration and within the times allowed by us.

b) You are permitted to park a vehicle less than 6m in length belonging to a visitor to your Lot in the Car Wash Bay only outside such hours as the area is reserved for washing cars.

c) Staff from Commercial Lots are permitted to wash their bins in the Car Wash Bay.

d) When you have finished any activity in the Car Wash Bay, you must remove all rubbish or detritus and leave the area clean.

109.5 Commercial Vehicles & Garages

a) Notwithstanding any apparent contradiction in this By-law or any other By-laws, any vehicle associated with a Commercial Lot may use the commercial tarmac area at the western end of B2 for the purpose of loading or unloading goods under the following conditions:
   i) You must not obstruct any garage or other vehicle; and
   ii) You must not leave any vehicle in that area for more than two hours or overnight.

b) You must not leave any vehicle associated with a Commercial Lot unattended for any length of time on any other CP including spaces designated as Visitor Parking or Car Wash Bay.

c) We will not supply CP electricity to garages of Commercial Lots.

109.6 Breaches

Should you breach any condition of this By-law, we have the right to place a sticker on some conspicuous part of your offending vehicle, noting the breach and warning you of the action that we intend taking.

109.7 Overstaying or Abandoned Motor Vehicles

a) You must not store, dump or abandon a vehicle on CP.

b) We may install notices on CP advising of the prohibition of leaving vehicles or for the potential for vehicles left on CP to be immobilised or removed from Côte d'Azur and stored elsewhere.

c) We may enter into contracts for the immobilisation, moving, removal and storage of vehicles which are left on CP in contravention of this By-law.

d) For any vehicle which we believe has overstayed, or appears to have been stored, dumped or abandoned on CP, we shall be entitled to:
   i) place a notice or sticker on,
   ii) immobilize by the use of wheel clamps or other means,
   iii) store or keep possession, or
   iv) move onto another part of CP or from Côte entirely.

e) By your vehicle entering Côte, you consent to us exercising any of the powers referred to in clause (d) in respect of such offending vehicle owned by you or believed to be associated with your Lot.
f) You indemnify us for any action we take under this By-law.
g) You must reimburse us for any costs we incur in exercising our powers under this By-law.
h) Nothing in this clause is capable of avoiding the restrictions or requirements for the immobilisation and detention of vehicles found in Part 5A of the *Local Government Act 1993* (as amended) and we must at all times comply with those provisions when exercising any of our powers under this By-law.