

Registered By-Laws

SP74602 – 'BEAU MONDE', 77-81 BERRY STREET, NORTH SYDNEY NSW 2060

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**STRATA MANAGEMENT
BUSINESS OF THE YEAR**
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2015 STRATA COMMUNITY AWARDS

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1 DICTIONARY

1.1 Meaning of Words

Words in italics are defined terms. Defined terms (in any form) mean:

Air conditioning services include, without limitation:

- a) air handling units, fan units, cables, conduits, pipes, wires, mechanical ventilation and ducts which are part of *common property* or which are part of *common property* and exclusively service an *apartment* including, without limitation, by supplying air conditioning or reticulated water for air conditioning; and
- b) chilled water systems and reticulated water supplying chilled air conditioning to *apartments*.

The *owner* of each *apartment* has exclusive use of the *air conditioning services* which service their *apartment*. See *exclusive use By-Law 18* for more information.

Apartments lots in *Beau Monde Apartments* and any lots into which they are subdivided or resubdivided. References to *apartments* includes *penthouses* (unless a contrary intention is indicated).

Balcony includes a terrace shown on the strata plan for *Beau Monde Apartments*.

Beau Monde the building comprised of *Beau Monde Apartments* and Lots 2 to 4 in DP1078998.

Beau Monde Apartments Strata Plan No. 74602.

Boiler Services include, without limitation, air handling units, fan units, cables, conduits, pipes, wires, and ducts which are part of *common property* and exclusively service *apartments*, including, without limitation, by supplying heated air or heated reticulated water.

The *owner* of each *apartment* located on Levels 30 to 36 has exclusive use of the *boiler services* which service their *apartment*. See *exclusive use By-Law 19* for more information.

Building Management Committee the Building Management Committee for *Beau Monde* established according to the *Development Act* and the *Strata Management Statement*.

Building Manager the person appointed by the *Building Management Committee* to provide management, operational and other services for *Beau Monde*. See *By-Law 22* for more information.

Building Works works, alteration, additions, damage, removal, repairs or replacement of: *common property*, including the *common property* walls, floor and ceiling enclosing your *apartment*. *Common Property* walls include windows and doors in those walls;

- a) the structure of your *apartment*;
- b) internal walls inside your *apartment* (e.g. a wall dividing two rooms in your *apartment*); or
- c) services in *Beau Monde Apartments*, whether or not they are for the exclusive use of your *apartment*.

Building works include altering or removing an *inter-tenancy wall* according to *By-Law 16*.

Building works exclude:

- d) minor fit out works inside an *apartment*; and
- e) minor works or alterations to the interior of *common property* walls enclosing an *apartment* (e.g. hanging pictures or attaching items to those walls).

<i>Caretaker</i>	the person appointed by the <i>owners corporation</i> under By-Law 21 to provide services for <i>Beau Monde Apartments</i> .
<i>Caretaker's Room</i>	the area of <i>common property</i> on Level 8 of <i>Beau Monde Apartments</i> for use by the <i>caretaker</i> as shown on the <i>location plan</i> . See By-Law 21 for more information.
<i>Common Property</i>	<p>common property in <i>Beau Monde Apartments</i> and personal property of the <i>Owners Corporation</i>.</p> <p>For the purposes of the by-laws, <i>common property</i> does not include <i>shared facilities</i> which the <i>Building Management Committee</i> must operate, maintain, repair and replace according to the <i>Strata Management Statement</i>.</p>
<i>Concierge</i>	the person appointed by the <i>Owners Corporation</i> to provide concierge and other services to <i>Beau Monde Apartments</i> under By-Law 23.
<i>Council</i>	North Sydney Council.
<i>Development Approval</i>	Development approval DA-1466/96 dated 9 October 1997 as varied from time to time.
<i>Development Act</i>	the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
<i>Developer</i>	Eastmark Holdings Pty Limited ACN 003 921 953 and its assigns.
<i>Easement</i>	means an easement, positive covenant or restriction on use affecting <i>Beau Monde Apartments</i> (including any <i>lot</i> or <i>common property</i>) or <i>Beau Monde</i> in effect from time to time.
<i>Executive Committee</i>	The Executive Committee of the <i>Owners Corporation</i> .
<i>Exclusive Use By-Laws</i>	by-laws granting <i>owners</i> exclusive use and special privileges of <i>common property</i> according to Chapter 2, Part 5, Division 4 of the <i>Management Act</i> .
<i>Garbage Storage Area</i>	the garbage storage area located on the ground floor of <i>Beau Monde</i> adjacent to the loading dock accessed from Little Spring Street, North Sydney. The location of the <i>garbage storage area</i> is shown on the <i>location plan</i> .
<i>Government Agency</i>	a governmental or semi-government administrative, fiscal or judicial department or entity.
<i>Gym</i>	<p>means the <i>common property</i> gymnasium on Level 8 of <i>Beau Monde Apartments</i> including, without limitation:</p> <p>a) the exercise and other equipment located in the <i>gym</i>; and</p> <p>b) change rooms adjacent to the <i>gym</i> and the <i>pool</i>.</p> <p>The location of the <i>gym</i> is shown on the <i>location plan</i>. See By-Law 29 for more information.</p>
<i>Inter-tenancy Wall</i>	a <i>common property</i> wall between two <i>apartments</i> . See By-Law 17 about making alterations to or removing <i>inter-tenancy walls</i> .
<i>Loading Dock</i>	the loading dock for <i>Beau Monde</i> which is a <i>shared facility</i> . See the <i>Strata Management Statement</i> for more information.
<i>Location Plan</i>	the location plan on sheets 44 to 48 of the by-laws.
<i>Management Act</i>	<i>Strata Schemes Management Act 1996</i> (NSW).
<i>Occupier</i>	the occupier, lessee or licensee of an <i>apartment</i> .

- a) the owner for the time being of an *apartment*;
- b) if an *apartment* is subdivided or resubdivided, the owners for the time being of the new *apartments*;
- c) for an *exclusive use by-law*, the owner(s) of the *apartment(s)* benefiting from the by-law; and
- d) a mortgagee in possession of an *apartment*.

<i>Owners Corporation</i>	The Owners – Strata Plan No. 74602.
<i>Penthouse</i>	each <i>apartment</i> comprised in Lots 235 to 241 in <i>Beau Monde Apartments</i> .
<i>Penthouse Area</i>	<p>the area situated in <i>common property</i> on level 8 of <i>Beau Monde Apartments</i> for use by <i>penthouses</i>.</p> <p>The location of the <i>penthouse area</i> is shown on the <i>location plan</i>. See <i>exclusive use by-law 20</i> for more information.</p>
<i>Penthouse Owner</i>	each owner of a <i>penthouse</i> who may utilize the <i>penthouse area</i> for purposes ancillary to their occupation of a <i>penthouse</i> .
<i>Pool</i>	<p>means the <i>common property</i> swimming pool on level 8 of <i>Beau Monde Apartments</i> including without limitation:</p> <ul style="list-style-type: none"> a) the spa adjacent to the <i>pool</i>; and b) the sauna adjacent to the <i>pool</i>; and c) pumps and other equipment associated with the use, operation, maintenance and repair of the <i>pool</i> and the spa and the sauna (including rooms in which they are located). <p>The location of the <i>pool</i> is shown on the <i>location plan</i>. See By-Law 29 for more information.</p>
<i>Retail Owner</i>	has the meaning it has under the <i>Strata Management Statement</i> .
<i>Rules</i>	Rules made by the <i>Owners Corporation</i> according to By-Law 31.
<i>Security Key</i>	a key, magnetic card or other device or information used in <i>Beau Monde</i> and <i>Beau Monde Apartments</i> to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See By-Law 27 for more information.
<i>Service Parking Bays</i>	the <i>common property</i> parking bays located in <i>Beau Monde Apartments</i> . The location of the <i>service parking bays</i> are shown on the <i>location plan</i> . See By-Law 13 for more information.
<i>Shared Facilities</i>	<p>Services, plant, equipment, areas and other items which are:</p> <ul style="list-style-type: none"> a) located in one component of <i>Beau Monde</i> and used by another component; or b) used more than two components in <i>Beau Monde</i>. <p>See the <i>Strata Management Statement</i> for a list of <i>Shared Facilities</i>.</p>
<i>Signage Equipment</i>	<ul style="list-style-type: none"> a) pipes, wires, dabbles, ducts, electrical conduits, electrical meters and other electrical equipment in or on the lot burdened which service the <i>signs</i>; b) cables, frames, bolts or other fittings or fixtures which support the sign.
<i>Signs</i>	illuminated or other signs displaying a business name, logo, advertisement or a combination of them.
<i>Strata Management Statement</i>	the <i>Strata Management Statement</i> for <i>Beau Monde</i> . The <i>Strata Management Statement</i> contains rights and obligations of the <i>Owners Corporation</i> and other members of the <i>Building Management Committee</i> in regard to the management and operation of <i>Beau Monde</i> . See By-Law 4 for more information.

Strata Manager the person appointed by the *owners corporation* as its strata managing agent under section 27 of the *Management Act*. If the *Owners Corporation* does not appoint a strata managing agent, *strata manager* means the secretary of the *owners corporation*.

1.2 Headings

Headings do not affect the interpretation of the by-laws.

1.3 How to Interpret the By-Laws

In the by-laws a reference to:

- a) words that this by-law does not explain have the same meaning as they do in the *Management Act*;
- b) "you" means an *owner* or *occupier* of an *apartment*;
- c) "by-laws" means the by-laws and *exclusive use by-laws* under the *Management Act* which are in force for *Beau Monde Apartments*;
- d) a thing includes the whole or each part of it;
- e) a document includes any variation or replacement of it;
- f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- i) the singular includes the plural and vice versa.

2 ABOUT THE BY-LAWS

2.1 Purpose of the By-Laws

The by-laws regulate the day to day management and operation of *Beau Monde Apartments*. They are an essential document for the *Owners Corporation* and everyone who owns or occupies an *Apartment*.

The by-laws are designed to maintain the quality of *Beau Monde Apartments*. They operate to enhance everyone's use and enjoyment of their *apartment* and the *common property*.

2.2 Who must Comply with the By-Laws?

Owners and *Occupiers* must comply with the by-laws. The *Owners Corporation* must comply with the by-laws.

3 EXCLUSIVE USE BY-LAWS

3.1 Purpose of the Exclusive Use By-Law

To more fairly apportion the costs for maintaining, repairing and replacing *Common Property*, *Exclusive Use By-Laws* make *Owners* responsible for the *Common Property* which they exclusively use or have the benefit of.

3.2 Interpreting this By-Law

In this by-law, "you" means an *Owner* of an *apartment* which has the benefit of an *Exclusive Use By-Law*.

3.3 How to Change an Exclusive Use By-Law

The *Owners Corporation* may, by special resolution:

- (a) create, amend or cancel an *Exclusive Use By-Law* with the written consent of the *Owner* of each *apartment* which benefits from the *Exclusive Use By-Law*; and
- (b) amend or cancel this by-law only with the written consent of the *Owners* of each *apartment* which benefits (or will benefit) from the *Exclusive Use By-Law*.

3.4 Occupiers may Exercise Rights

You may allow *Occupier* of your apartment to exercise your rights under an *Exclusive Use By-Law*. However, you remain responsible to the *Owners Corporation* and, where appropriate, *Government Agencies* to comply with your obligations under the *Exclusive Use By-Law*.

3.5 Regular Accounts for your Costs

If you are required under an *Exclusive Use By-Law* to contribute towards the costs of the *Owners Corporation*, the *Owners Corporation* must give you regular accounts of the amounts you owe. The *Owners Corporation* may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the *Owners Corporation*).

3.6 Repairing Damage

You must repair damage you (or someone acting on your behalf) cause to *Common Property* or the property of another *Owner* or *Occupier* when exercising your rights or complying with your obligations under an *Exclusive Use By-Law*.

3.7 Indemnities

You indemnify the *Owners Corporation* against all claims and liability caused by exercising your rights or complying with your obligations under an *Exclusive Use By-Law*.

3.8 Additional Insurances

In addition to your obligations under By-law 3.5, you must reimburse the *Owners Corporation* for any increased premium for its insurance policies caused as a result of the exercise of your rights or the performance of your obligations under an *Exclusive Use By-Law*.

4 STRATA MANAGEMENT STATEMENT

4.1 Purpose

The *Strata Management Statement* regulates the management and operational issues affecting *Beau Monde Apartments* and the retail, commercial and car park components in *Beau Monde*. It contains rules (in addition to these by-laws) with which you and the *Owners Corporation* must comply including, but not limited to:

- (a) the apportionment of costs for *Shared Facilities*;
- (b) garbage storage and disposal; and
- (c) insurance requirements.

4.2 Copies of the Strata Management Statement

Contact the *Strata Manager* if you would like a copy of the *Strata Management Statement* (at your cost).

4.3 Who Must Comply with the Strata Management Statement?

You and the *Owners Corporation* must comply with the *Strata Management Statement*.

4.4 Building Management Committee

The *Building Management Committee* is established under the *Strata Management Statement* to administer issues affecting the different components in *Beau Monde*. The *Owners Corporation* is a member of the *Building Management Committee*.

4.5 Appointing a Representative and Substitute Representative

The *Executive Committee* may:

- a) appoint a *Representative* and *Substitute Representative* from one or more of the Members of the *Executive Committee*; and
- b) terminate the appointment of a *Representative* and *Substitute Representative* at any time. in accordance with the *Management Act*.

4.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the *Owners Corporation* consent to do anything which is prohibited or regulated by the *Strata Management Statement*.

A consent under the by-laws does not relieve you or the *Owners Corporation* from obligations to obtain consents under the *Strata Management Statement*.

4.7 Inconsistencies between the By-Laws and the Strata Management Statement

If there is an inconsistency between a by-law and the *Strata Management Statement*, the *Owners Corporation* must amend the inconsistent by-law to make it consistent with the *Strata Management Statement*.

5 YOUR BEHAVIOUR

5.1 What are your General Obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an *Apartment* or *Common Property* by another *Owner* or *Occupier*.
- (b) use language or behave in a way that might offend or embarrass another *Owner* or *Occupier* or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on *Common Property* or allow smoke from them to enter *Common Property*; or
- (d) obstruct the legal use of *Common Property* by any person; or
- (e) do anything in *Beau Monde Apartments* which is illegal; or
- (f) do anything which might damage the good reputation of the *Owners Corporation* or *Beau Monde Apartments*.

5.2 Complying with the Law

You must comply on time and at your cost with all laws relating to:

- (a) your *Apartment*; and
- (b) the use of your *Apartment*; and
- (c) *Common Property* to which you have a licence, lease or a right to use under an *Exclusive Use By-Law*.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of *Government Agencies*.

5.3 Easements

You must not breach any *easement* affecting *suites*, or *common property* or any part of *Beau Monde*.

6 YOU ARE RESPONSIBLE FOR OTHERS

6.1 What are your Obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the *Strata Management Statement*;
- (b) make your visitors leave *Beau Monde Apartments* if they do not comply with the by-laws or the *Strata Management Statement*;
- (c) take reasonable care about who you invite into *Beau Monde Apartments*; and
- (d) accompany your visitors at all times, except when they are entering or leaving *Beau Monde Apartments*.

6.2 Actions of Other People

You must not allow another person to do anything that you cannot do under the by-laws of the *Strata Management Statement*.

6.3 Requirements if you Lease your Apartment

If you lease or licence your *Apartment*, you must:

- (a) ensure that your tenant or licensee and their visitors comply with by-laws and the *strata management statement*;
- (b) take all action available to you, including action under the lease or licence agreement, to make; them comply or leave *Beau Monde Apartments*; and
- (c) provide the *caretaker* with a copy of your notice to the *strata manager* setting out details as required under section 119 of the *Management Act*; and
- (d) provide your tenant or licensee with up-to-date copies of the by-laws and the *Strata Management Statement*

7 YOUR APARTMENT

7.1 What are your General Obligations?

You must:

- (a) keep your *Apartment* clean and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your *Apartment* (whether or not you made the installation or alteration); and

- (c) notify the *Owners Corporation* if you change the existing use of your *Apartment* in a way which may affect its insurance policies or premiums for insurances effected by the *Owners Corporation*. See By-Law 26 for important information about increasing and paying for insurance premiums;
- (d) notify the *Building Management Committee* if you change the existing use of your *Lot* in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your *lot* including requirements of *Government Agencies*.

7.2 When will you need Consent from the Owners Corporation?

Subject to your rights under the by-laws, you must have consent from the *Owners Corporation* to:

- (a) carry out *Building Works* (see By-Law 16 for more information);
- (b) keep anything in your *Apartment* which is visible from outside the *Apartment* and is not in keeping with the appearance of *Beau Monde Apartments* when viewed from outside;
- (c) store anything in the carspace of your *apartment* (other than a vehicle);
- (d) enclose the carspace of your *Apartment*;
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your *Apartment* if they are visible from outside your *Apartment* or *Beau Monde Apartments* or adjacent to *Common Property*;
- (f) install an intruder alarm with an audible signal; or
- (g) attach or hang an aerial or wires outside your *Apartment* or *Beau Monde Apartments*.

7.3 Installation of Flooring

7.3.1 Definitions and Interpretation

Definitions

- (a) In this by-law 7.3:

Approval means, in connection with the *works* or *Beau Monde Apartments*:

- (i) an approval or certificate as may be required by law (or under the terms of an approval) to be obtained from or provided by an authority;
- (ii) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (iii) a "Part 4A Certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (iv) any order, direction or other requirement given or made by an authority;
- (v) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (vi) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the *works* or *Beau Monde Apartments*;

- (i) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (ii) a consent authority or principle certifying within the meaning of the Environmental Planning and Assessment Act 1979;
- (iii) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (iv) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Bond means the bond required under Clause 7.3.7(b) of this By-Law 7.3.

Conditions means the terms in Clause 7.3.7 of this By-Law 7.3;

Commencement Date means the date of registration of the change of by-laws that resulted in this By-Law 7.3 being incorporated into the by-laws of *Beau Monde Apartments*;

Complying Installation means *non-carpet floor coverings* that:

- (i) was installed before the commencement date;
- (ii) was installed in accordance with and complies with any applicable law and approval;
- (iii) was installed with the permission of the owners corporation; and

(iv) was installed in accordance with and complies with any conditions of that permission (including conditions imposed by way of a by-law of *Beau Monde Apartments*); and

LnT,w means weighted standardized impact sound pressure level (LnT,w) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics – Measurement of Sound Isolation in Buildings and of Building Elements" Part 7: Field Measurements of Impact Noise Insulation of Floors, 1998 and International Standard ISO 717-2:1996 "Acoustics – Rating of Sound Insulation in Buildings and of Building Elements: Part 2: Impact Sound Isolation, 1996 published by the International Organization for Standardisation or such amending or replacing standard as may apply from time to time.

Non-Carpet Floor Covering means a floor covering or surface in your *apartment* (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring; and

Non-Complying Installation means:

- (i) *non-carpet floor covering* that was installed before the commencement date that is not a *complying installation*; and
- (ii) *non-carpet floor covering* that was installed on or after the *commencement date* other than in compliance with this By-Law 7.3.

Works means building works and related products and services to be done and supplied in according with the following:

- (i) the installation of *non-carpet floor covering* in your apartment; and
- (ii) ancillary works, products and services that is reasonably necessary to do or supply to facilitate the doing of the works, and the supply of the products and services referred to elsewhere in this definition;

and includes as the context may require a reference to the result of those works and related products and services being done and supplied.

Interpretation

- (a) By-Law 1 applies to this By-Law 7.3.
- (b) To the extent that any term of this By-Law 7.3 is inconsistent with the *Management Act* or any other act or law it is to be severed and this By-Law 7.3 will be read and be enforceable as if so consistent.
- (c) To the extent that this By-Law 7.3 is inconsistent with any other by-law of *Beau Monde Apartments* the provisions of this by-law prevail to the extent of that inconsistency.
- (d) Where no time is specified for compliance with an obligation of yours under this by-law, you must comply with that obligation promptly.

7.3.2 Functions of the Owners Corporation

- (a) Without limiting its other functions, the *Owners Corporation* has the functions necessary for it to discharge the duties imposed on it, an exercise the powers and authorities conferred on it by this By-Law 7.3.

7.3.3 Noise Transmission Obligations

- (a) The LnT,w of the floor of your *apartment* must be 40 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom).
- (b) You must ensure and continue to ensure compliance with Clause 7.3.3(a) of this By-Law 7.3.

7.3.4 Exception to Noise Transmission Obligations for Existing Complying Installations

Despite Clause 7.3.3 of this By-Law 7.3 you may retain a *complying installation* on condition that it continues to be, and you ensure that it continues to be, a *complying installation*.

7.3.5 Additional Conditions for Non-Complying Installations

- (a) You must notify the *Owners Corporation* of the existence of a *non-complying installation* in your *apartment*.
- (b) If there is a *non-complying installation* in your *apartment* you must provide at your own expense a certified test report by a qualified engineer that identifies the LnT,W of the floor of your *apartment* (other than in an area that is kitchen, laundry, lavatory or bathroom) within 28 days after receiving a written notice from the *Owners Corporation* requiring you to do so.

7.3.6 Regulation of Installation of Floor Coverings

On and from the *commencement date* the *conditions* apply.

7.3.7 Conditions for Installation of Floor Coverings

Permission

- (a) You must request and obtain the permission in writing of the *Owners Corporation* in accordance with Clause 7.3.8 of this By-Law 7.3 before carrying out *works*

Bond

- (b) Before carrying out any *works* you must pay a bond to the *Owners Corporation* in accordance with Clause 7.3.10 of this By-Law 7.3 that may be dealt with by the *Owners Corporation* as provided in this By-Law 7.3.

Works

- (c) *Works* must:
- (i) be carried out solely within your *apartment*;
 - (ii) be carried out in accordance with and comply with any applicable law or *approval*;
 - (iii) be carried out in a proper and workmanlike manner and only be persons who are duly licensed to do so;
 - (iv) be fit for their purpose;
 - (v) be carried out with due diligence and expedition and within a reasonable time;
 - (vi) cause a minimum of disruption to the use of *Beau Monde Apartments*;
 - (vii) except as otherwise approved by the *Owners Corporation*, be carried out only between the hours of 8.30am and 5.30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8.30am and Midday on a Saturday; and
 - (viii) will not cause damage to or affect the structure or support of *Beau Monde Apartments*.

Cleanliness and Protection

- (d) You must ensure:
- (i) *Beau Monde Apartments* is adequately protected from damage that may be caused by the *works*; and
 - (ii) any part of *Beau Monde Apartments* affected by the *works* is kept clean and tidy and is left clean and tidy on completion of the *works*.

Indemnity

- (e) You will indemnify the *Owners Corporation* immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the *Owners Corporation* in connection with the *works* for their use, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the *Owners Corporation*.

Noise Transmission Report

- (f) You must at your own expense provide to the *Owners Corporation* a certified test report by a qualified engineer evidencing compliance with Clause 7.3.3(a) of this By-Law 7.3.
- (g) You must supply the report referred to in Clause 7.3.7(f) of this By-Law 7.3 within 13 days of the completion of the *works* (or of access being granted to such other *apartments* as may be necessary to obtain that report) (however a failure by you to provide that report within that time does not alleviate you of your obligation to do so).

Maintenance

- (h) You must properly maintain and keep in a state of good and serviceable repair the *works* and renew, replace, repair and maintain the *works* and must ensure that the *works* comply and continue to comply with the *conditions*.
- (i) Any works which you undertake in order to comply with your obligations under this By-Law 7.3 must be undertaken in accordance with this By-Law 7.3 as if they were *works* within the meaning of this By-Law 7.3.

Cost

- (j) You must bear the costs of the *works* and the cost of complying with your obligations under this by-law.

Ownership of the Works

- (k) If you do *works*, the *works* remain your property.

7.3.8 Notification and Approval Procedure

- (a) A request for permission under Clause 7.3.7(a) of this By-Law 7.3 must be made in writing to the secretary of the *Owners Corporation*.
- (b) After receiving a request under Clause 7.3.7(a) of this By-Law 7.3 the *Owners Corporation* must notify the *Owners* of all adjoining *apartments* (both horizontally and vertically) that it has received such a request.
- (c) The *Owners Corporation* must not grant permission under Clause 7.3.7(a) of this By-Law 7.3 until at least 14 days after notifying the *Owners* of adjoining lots in accordance with Clause 7.3.8(b) of this By-Law 7.3.
- (d) The *Owners Corporation*, acting reasonably, may request that you provide such further information to assist it in considering a request for permission under Clause 7.3.7(a) of this By-Law 7.3 as it sees fit.
- (e) The *Owners Corporation* must not unreasonably refuse to provide its permission under Clause 7.3.7(a) of this By-Law 7.3.

7.3.9 Default

- (a) Within the meaning of Section 63 of the *Management Act*, if:
 - (i) work is required to be carried out by you under a term or condition of this by-law; and
 - (ii) you fail to carry out that work;then the *Owners Corporation* may carry out that work and may recover the cost of carrying out that work from you or any person who, after the work is carried out, becomes the owner of your *apartment*.
- (b) If you fail to comply with any other obligation imposed on you under this by-law then the *Owners Corporation* may carry out that obligation and:
 - (i) if there is a *bond*, may pay the cost of doing so from the *bond* in part or in full; and
 - (ii) if there is no *bond*, or to the extent that the *Owners Corporation* does not or cannot pay the cost of doing so from the *bond*, may recover the cost (or the remaining cost after a payment from the *bond*) of carrying out that obligation from you or any person who, after the obligation is carried out, becomes the owner of your *apartment*.
- (c) Except to the extent that any such amount is paid out of the *bond* in accordance with Clause 0(b)(i) of this By-Law 7.3, the costs incurred by the *Owners Corporation* in carrying out any work or obligation referred to in Clause 0(a) of Clause 0(b) of this By-Law 7.3 may be recovered by the *Owners Corporation* as a debt.

7.3.10 Bond

- (a) The *bond* is an amount to be paid by bank cheque in Australian currency to be determined by the executive committee from time to time (acting reasonably), or if no such determination has been made, the amount of \$2,000.00.
- (b) The *Owners Corporation* without demand or notice to you may have from the *bond* such amounts as you may owe to the *Owners Corporation* as a debt or indemnify under this By-Law 7.3 (or otherwise at law in relation to the *works*) in full or partial satisfaction of that debt or indemnity.
- (c) After you have provided the report referred to in Clause 7.3.7(f) of this By-Law 7.3 the *Owners Corporation* must refund the *bond* to you, less:
 - (i) any amount that the *Owners Corporation* has paid from the *bond* in accordance with Clause 0(b)(i) of this By-Law 7.3.
 - (ii) any amount that the *Owners Corporation* has had or is entitled to have from the *bond* under Clause 7.3.10(b) of this By-Law 7.3.

7.4 Not Used

7.5 Window Coverings

- (a) Window coverings (e.g. curtains, blinds and louvres) in your *Apartment* must be cream or off-white colour approved by the *Owners Corporation* and a design approved by the *Owners Corporation*.
- (b) The colour and design approved by the *Owners Corporation* must be in keeping with the design and appearance of *Beau Monde Apartments* when viewed from outside.

7.6 Window Tinting

You must have consent from the *Owners Corporation* to affix window tinting or other treatments to windows and glass doors in your *Apartment*.

7.7 Cleaning Windows

You must clean the glass in windows and doors of your *apartment* (even if they are *common property*). However, you do not have to clean the glass in windows or doors that you cannot access safely.

7.8 Obligations when the Owners Corporation Cleans Glass in your Lot

The *Owners Corporation* may resolve to clean the glass in some or all of the windows and doors in *Beau Monde Apartments*. If the *Owners Corporation* resolves to clean glass in your *Apartment*, you are excused from your obligations under this by-law for the period the *Owners Corporation* resolves to clean the glass.

7.9 Owners Corporation may Require Access to your Lot

Without limiting the powers of the *Owners Corporation* under these by-laws or the *Management Act*, the *Owners Corporation* may resolve to:

- a) clean the glass in some or all of the external glass in *Beau Monde Apartments*; or
- b) carry out maintenance or repair of the *common property* forming the façade of *Beau Monde Apartments*,
in a manner that requires employees or subcontractors to have access to your *lot* (including your *balcony*). If the *Owners Corporation* resolves to do so:
- c) the *Owners Corporation* must give you 7 days prior notice that access to your *lot* will be required for the purpose of cleaning external glass or maintenance of *common property*;
- d) the notice must described the type of access required; and
- e) you may not object to access being granted to the *Owners Corporation's* contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

7.10 Rights of the Building Management Committee to Enter your Lot

The *Owners Corporation* authorizes the *Building Management Committee* to exercise its rights to enter your *Lot* to operate, inspect, test, treat, use, maintain, repair or replace those items of *Common Property* in your *Lot* (or which are accessible through your *Lot*) which are Shared Facilities. The procedures with which the *Building Management Committee* must comply when it exercises this right are in the *Strata Management Statement*.

7.11 The Balcony of your Apartments

- a) You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the *balcony* of your *apartment* only if:
 - i) if it is a type approved by the *owners corporation*;
 - ii) it is of a standard commensurate with the standard of *Beau Monde Apartments*;
 - iii) it will not (or is not likely to) cause damage; and
 - iv) it is not (or is not likely to become) dangerous.
- b) You may keep on the *balcony* of your *penthouse* a gas barbeque connected to the gas outlet provided. Barbeques (whether electrical, gas or other) are not permitted on the *balcony* of other *apartments*.
- c) You must not keep on the *balcony*:
 - i) any containers, equipment or other items used for storage purposes;
 - ii) bicycles, razors, roller-blades,
or other similar items that would detract from the appearance of *Beau Monde Apartments* when viewed from outside.

7.12 Removing Items from your Balcony

To enable the *Owners Corporation* to inspect, repair or replace *Common Property*, the *Owners Corporation* may require you, at your cost, to temporarily remove and store items from the *balcony* of your *apartment* that are not *common property*.

7.13 Drying your Laundry

You must not hang laundry, bedding or other articles on the *Balcony* of your *Apartment* or in an area that is visible from outside your *Apartment*.

7.14 Sound Equipment

- a) You must not install any stereo speakers, surround-system or comparable entertainment equipment in or onto:
 - i) an *inter-tenancy wall* (see By-Law 17); or
 - ii) a wall within an *apartment* adjacent to common property.
- b) You must not place speakers directly onto the floor of your *apartment*.

- c) Compliance with this by-law does not relieve the *owner* of their obligation to comply with By-Law 5.1.

7.15 Light Fittings

In compliance with the requirements of *Council*, you must not install light-fittings with a depth of more than 152mm from the soffit of the false ceiling in any part of your *apartment*, and not within 300mm of the fire sprinkler.

7.16 Bedrooms

You must only use as bedrooms those areas of your *apartment* designated as bedrooms on the plans approved with the *development approval*, or as otherwise approved by *Council* from time to time.

8 KEEPING AN ANIMAL – Amended and Replaced with the following:

8.1 What are your Rights?

You may keep in your *Apartment*:

- (a) goldfish or other similar fish in an indoor aquarium; or
- (b) a guide dog, hearing dog or other animal if you need the dog or other animal because of a visual disability, hearing disability or any other disability.

8.2 Keeping Animals

Owners and *Occupiers* must not keep, nor cause, nor permit the keeping of any cat or *small dog* (hereafter referred to as "animal") within an *apartment* except with the written consent of the *Executive Committee* as provided in accordance with this by-law.

If an *Owner* or *Occupier* is granted consent from the *Executive Committee* to keep an animal within their *apartment*, then the *Owner* or *Occupier* must:

- (a) in the case of an *Occupier*, provide evidence of the consent of the *Owner* to the keeping of an animal within the *apartment*;
- (b) keep the animal within the *apartment*;
- (c) carry the animal when it is on *Common Property* (i.e. on the level the animal resides, in the lifts and in the car park) for the purposes of conveying the animal to and from an *apartment*. The main entry foyer and Level 8 amenities (i.e the pool, gymnasium and sauna) are excluded from the definition of *Common Property* for the purposes of this by-law and remain out of bounds to pets at all times;
- (d) repair any damage to *Common Property* caused by the animal;
- (e) keep the animal indoors at all times, except when it is being carried to and from an *apartment* in accordance with By-Law 8.2(c);
- (f) take such action as is necessary to prevent the animal from becoming a noise nuisance;
- (g) take such action as may be necessary to clean all areas of the *apartment* or the *Common Property* that are soiled by the animal;
- (h) ensure that the animal is kept clean and free of vermin and noxious smells at all times;
- (i) dispose of faeces in a responsible manner that does not interfere (including in relation to the generation of smell) with *Owners* and *Occupiers* of any other *apartment*. Under no circumstances are garbage chutes to be used as a method of disposal of animal faeces;
- (j) not dispose any kitty-litter or the like down any toilet or other drainage outlet. Under no circumstances are garbage chutes to be used as a method of disposal of pet litter;
- (k) register the animal with the appropriate authorities and provide copies of veterinary and registration certificates to the *Owners Corporation*, on request; and
- (l) provide the *Owners Corporation* with a signed veterinary certificate each year, certifying that the animal is on a regular flea and worm treatment programme and is completely free of fleas and worms, particularly heartworm.

8.3 Indemnities

An *Owner* or *Occupier* who keeps an animal within their *apartment* must indemnify the *Owners Corporation* and the *Owners* and *Occupiers* of other *apartments* against any liability or expense that would not have been incurred if the animal had not been kept.

8.4 Failure to Comply

If an *Owner* or *Occupier* fails to comply with any of the terms of this by-law, or keeps an animal in contravention of the terms of this by-law:

- (a) the *Executive Committee* may serve written notice requesting the *Owner* or *Occupier* to remove the animal from *Beau Monde Apartments*, on the terms set out in such notice; and

- (b) the *Owner* or *Occupier* in receipt of written notice from the *Executive Committee* must comply with the terms of such a notice and remove the animal from *Beau Monde Apartments*.

8.5 Interpretation

In this by-law the term *small dog* means a dog that stands no taller than 250 millimeters tall at shoulder height.

9 ERECTING A SIGN

9.1 What are Your Obligations?

Subject to this by-law, you must not erect a sign in your *Apartment*, on the *balcony* of your *apartment*, or on *Common Property*.

9.2 The Developer

While the *Developer* is an *Owner*, the *Developer* does not need consent from the *Owners Corporation* to erect and display "For Sale" or "For Lease" signs in an *Apartment* or on *Common Property*.

9.3 Rights under the Strata Management Statement or Easement

This by-law does not affect the rights of the *Building Management Committee* or other members of the *Building Management Committee* from erecting a sign on the roof of *Beau Monde Apartments* according to the *Strata Management Statement* or an *easement*.

10 FIRE CONTROL

10.1 What are Your Obligations?

You may keep flammable materials in your *apartment* only if you:

- a) use them in conjunction with the lawful use of your *apartment*; and
- b) keep them in reasonable quantities according to the guidelines of *government agencies*.

10.2 Fire Control Laws

You and the *Owners Corporation* must comply with laws about fire control.

10.3 Restrictions about Fire Safety

You must not:

- a) keep flammable materials on *common property*;
- b) interfere with fire safety equipment;
- c) obstruct fire stairs or fire escapes; or
- d) keep flammable materials in the carspace of your *apartment*.

11 MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

11.1 Moving In

You must make arrangements with the *caretaker* at least 48 hours before you move into or out of *Beau Monde Apartments* or move large articles (e.g. furniture) through *Common Property*.

11.2 What are your Obligations?

When you take deliveries or move furniture or goods through *Beau Monde Apartments*, you must:

- (a) comply with the reasonable requirements of the *caretaker*, including requirements to, fit an apron cover to the *Common Property* lift; and
- (b) comply with the *Strata Management Statement* if you need to use the *loading dock*; and
- (c) repair any damage you (or the person making the delivery) cause to *Common Property*; and
- (d) if you (or the person making the delivery) spill anything onto *Common Property*, immediately remove the item and clean that part of the *Common Property*.

12 USING THE LOADING DOCK

12.1 Who may use the Loading Dock?

The *loading dock* at *Beau Monde* is a *shared facility*. You must comply with Clause 54 of the *Strata Management Statement* if you propose to use the *loading dock*, including any requirement to:

- a) contact the *caretaker* to make a reservation with the *retail owner* (or *building manager* or *retail centre manager* as applicable); and

- b) comply with the reasonable requirements of the *retail owner* (or *building manager* or retail centre manager as applicable); and
- c) only use the *loading dock* within the permitted hours as determined by the *retail owner* or within the timeslot reserved to you.

Your obligations in this by-law are in addition to your obligations in the *strata management statement*.

13 PARKING ON COMMON PROPERTY

13.1 Some Prohibitions

You must not:

- a) park or stand a vehicle on any part of *common property*; or
- b) allow your visitors to stand or park a vehicle in *service parking bays* or on any part of *common property*.

13.2 Services Parking

There are 2 *services parking bays* in *Beau Monde Apartments*. These are only for use by:

- a) tradespersons carrying out works in *Beau Monde Apartments* for *Owners, Occupiers* or the *Owners Corporation*; or
- b) emergency services and personnel (e.g. ambulance) in attendance at *Beau Monde Apartments* or *Beau Monde* generally.

The *Owners Corporation* may:

- c) establish a booking system for the use of the *service parking bays* by tradespersons; and
- d) delegate day to day management of the *service parking bays* to the *caretaker*.

14 CONTROLLING TRAFFIC IN COMMON PROPERTY

In addition to its powers under the *Management Act* and subject to the *Strata Management Statement*, the *Owners Corporation* has the power to:

- a) impose a speed limit for traffic in *Common Property*;
- b) impose reasonable restrictions on the use of *Common Property* driveways and parking areas;
- c) install speed humps and other traffic control devices in *Common Property*;
- d) install signs about parking; and
- e) install signs to control traffic in *Common Property* and, in particular, traffic entering and leaving *Beau Monde Apartments*.

15 HOW TO DISPOSE OF YOUR GARBAGE

15.1 General Obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on *Common Property*;
- (b) in an area of your *Apartment* which is visible from outside your *Apartment*;
- (c) in the carspace of your *Apartment*.

15.2 How to Dispose of your Garbage

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute in the *common property* garbage chute room on your level of *Beau Monde Apartments*;
- (b) leave your other garbage and recyclable materials in the *common property* garbage chute room on your level of *Beau Monde Apartments*;
- (c) recycle your garbage according to instructions from the *Owners Corporation* and North Sydney Council; and
- (d) drain and clean bottles and make sure they are not broken before you place them in the *common property* garbage chute room on your level of *Beau Monde Apartments*; and
- (e) contact the *Owners Corporation* to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles which North Sydney Council will not remove as part of its normal garbage collection service.

15.3 Rules for Using Garbage Chutes

You must not:

- a) put bottles or glass in a garbage chute;
- b) put liquids in a garbage chute;
- c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- d) put boxes or large items in a garbage chute that might block it.

15.4 Garbage Storage Area

- a) The *Owners Corporation* is responsible for the garbage storage area. The *Owners Corporation* must:
 - (i) organise the transportation of recyclable materials from the *common property* garbage chute rooms on each level of *Beau Monde Apartments* to the *garbage storage area*; and
 - (ii) keep the *garbage storage area* clean and tidy.
- b) You must not use or interfere with or leave garbage or recyclable materials in the *garbage storage area* without the prior consent of the *Owners Corporation*.

16 CARRYING OUT BUILDING WORKS

16.1 When do you need Consent?

Subject to the by-laws, you must have consent from the *Owners Corporation* to carry out *Building Works*. The *Owners Corporation* consent may include conditions.

If the proposed *building works* or other works affect *shared facilities* you must also obtain all necessary consents under the *Strata Management Statement*.

16.2 When is Consent Not Necessary?

You do not need consent from the *Owners Corporation* under this by-law to:

- (a) if you are the *Developer*, erect a "For Sale" or "For Lease" sign according to By-Law 9; or
- (b) alter or remove an *Inter-Tenancy Wall* according to By-law 17;
- (c) carry out *Building Works* which you are entitled to carry out under an *Exclusive Use By-Law*. However, you must comply with By-Laws 16.3 to 16.5 when you erect the sign or carry out the *Building Works* (unless otherwise stated in an *exclusive use by-law*).

16.3 Procedures before you carry out Building Works

Before you carry out *Building Works* you must:

- (a) obtain necessary consents from the *Owners Corporation* and *Government Agencies*;
- (b) find out where service lines and pipes are located;
- (c) obtain consents from the *Owners Corporation* if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the *building works* (e.g. if you are entitled to carry out the works under an *exclusive use by-law*), give the *owners corporation* a written notice describing what you propose to do. You must give the notice at least 14 days before you start the *building works*.

16.4 Procedures when you carry out Building Works

If you carry out *Building Works*, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *Owners Corporation*;
- (b) carry out the *Building Works* in a proper manner and to the reasonable satisfaction of the *Owners Corporation*; and
- (c) repair any damage you (or persons carrying out the *Building Works* for you) cause to *Common Property* or the property of another *Owner* or *Occupier*.

16.5 Making Arrangements with the Owners Corporation

Before you carry out *Building Works* (including *Building Works* for which you do not require consent from the *Owners Corporation*), you must:

- (a) arrange with the *Owners Corporation* a suitable time and means by which to access *Beau Monde Apartments* for purposes associated with those *Building Works*, and
- (b) comply with the reasonable requirements of the *Owners Corporation* about the time and means by which you must access *Beau Monde Apartments*;
- (c) provide the *caretaker* with contact details and insurance particulars for the contractors and any persons involved in carrying out the *building works*; and
- (d) ensure that contractors and any persons involved in carrying out the *Building Works* comply with the reasonable requirements of the *Owners Corporation* about the times and means by which they must access *Beau Monde Apartments*.

17 INTER-TENANCY WALLS

17.1 When may you Alter or Remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the *Apartments* separated by the *Inter-Tenancy Wall* or you have the consent of the owner of the adjoining *Apartment*;
 - (b) it is not a structural wall;
 - (c) before you carry out the work, you provide the *Owners Corporation* with a certificate from a qualified structural engineer reasonably acceptable to the *Owners Corporation* that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect *Common Property* or other *Apartments* (including services to those *Apartments*); and
 - (d) you comply with the procedures in this by-law.
- Otherwise, you must have the consent of the *Owners Corporation* to alter or remove an *Inter-Tenancy Wall*.

17.2 What Consents are Necessary?

- (a) You do not need consent from the *Owners Corporation* to alter or remove an *Inter-Tenancy Wall* (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from *Government Agencies* before you alter or remove an *Inter-Tenancy Wall*.
- (b) You do need consent from the *owners corporation* to alter or interfere with the integrity of an *inter-tenancy wall* in any way.

17.3 Owners Corporation must consider Noise Transmission

- a) The *Owners Corporation* must consider in each application for consent under this by-law, (or By-Law 25.2 relating to *Common Property*) if it is appropriate to impose conditions on consent to avoid transmission of noise that might unreasonably disturb another *owner* or *occupier*.

17.4 What are the Conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under By-Law 17.1;
- (b) if appropriate, comply with section 14 of the *Development Act* and lodge any necessary building alteration plan with the Registrar General;
- (c) comply with By-Laws 16.3 to 16.5; and
- (d) acknowledge for yourself and future *Owners* of your *Apartment* that the *Owners Corporation* does not have to reinstate the *Inter-Tenancy Wall*.

18 EXCLUSIVE USE OF AIR CONDITIONING SERVICES

18.1 Exclusive Use By-Law

This is an *Exclusive Use By-Law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of each *Owner*. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

18.2 Exclusive Use Rights

- a) Each *owner* has exclusive use of the *air conditioning services* which exclusively service their *apartment* (e.g. the fan coil unit for that *apartment*).
- b) The *owners* jointly have exclusive use of *air conditioning services* which do not exclusively service an *apartment* (e.g. the chilled water system).

18.3 Obligations of the Owners Corporation

The *Owners Corporation* must:

- a) operate, maintain, repair and, where necessary, replace all other components of the *air conditioning services* which are not for the exclusive use of an *apartment*; and
- b) provide reticulated water to each *apartment* to supply air conditioning through *air conditioning services*.

18.4 Obligations of the Owners

Each *Owner* must, at the cost of the *Owner*:

- a) operate, maintain, repair and, where necessary, replace *air conditioning services* exclusively servicing their *apartment*; and
- b) use contractors approved by the *Owners Corporation* to maintain, repair and replace *air conditioning services* exclusively servicing their *apartment*; and

- c) comply with the requirements of *government agencies* about *air conditioning services*.

18.5 Paying for Air Conditioning Services

- a) Each *Owner* must:
- i) pay to the *Owners Corporation* the cost of operating, maintaining and repairing and, where necessary, replacing all components of the *air conditioning services* which are not for the exclusive use of their *apartment*;
 - ii) contribute towards the costs of the *Owners Corporation* under By-Law 18.3(b) relating to *air conditioning services* in shared proportional to the unit entitlement of their *apartment*.

19 EXCLUSIVE USE OF BOILER SERVICES

19.1 Exclusive Use By-Law

This is an *Exclusive Use By-Law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of each *Owner*. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

19.2 Exclusive Use Rights

- a) Each *Owner* of an *apartment* located on levels 30 to 36 inclusive has exclusive use of the *boiler services* which exclusively service their *apartment* (e.g. the air handling unit for that *apartment*).
- b) the *Owners* of *apartments* located on levels 30 to 36 jointly have exclusive use of *boiler services* which do not exclusively service an *apartment* (e.g. the boiler and heater water system).

19.3 Obligations of the Owners Corporation

The *Owners Corporation* must:

- a) operate, maintain, repair and, where necessary, replace all other components of the *boiler services* which are not for the exclusive use of an *apartment*; and
- b) provide reticulated water to each *apartment* to supply heater air conditioning through *boiler services*.

19.4 Obligations of the Owners

Each *Owner* must, at the cost of the *Owner*:

- a) operate, maintain, repair and, where necessary, replace *boiler services* exclusively servicing their *apartment*;
- b) use contractors approved by the *Owners Corporation* to maintain, repair and replace *boiler services* exclusively servicing their *apartment*; and
- c) comply with the requirements of *government agencies* about *boiler services*.

19.5 Paying for Boiler Services

Each *Owner* of an *Apartment* on Levels 30 to 36 inclusive must:

- a) pay to the *Owners Corporation* the cost of operating, maintaining and repairing and, where necessary, replacing all components of the *boiler services* which are not for the exclusive use of their *apartment*;
- b) contribute toward the cost of the *Owners Corporation* under By-Law 19.3(b) relating to *boiler services*, in shares proportions to the water flow meter readings for cooling for their *apartment* as measured by the *owners corporation*.

20 EXCLUSIVE USE OF PENTHOUSE AREA

20.1 Exclusive Use By-Law

This is an *Exclusive Use By-Law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of each *Owner*. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

20.2 Exclusive Use Rights

The *penthouse owners* jointly have exclusive use of the *penthouse area* for purposes ancillary to their occupation of the *penthouses*.

20.3 Obligations of the Owners

Each *penthouse owner* must, at the cost (on a utilisation basis) of the *penthouse owners*:

- a) operate, maintain and repair the *penthouse area*;

- b) use contractors approved by the *Owners Corporation* to maintain and repair the *penthouse area*; and
- c) comply with the reasonable requirements of the *Owners Corporation* about the use of the *penthouse area*; and
- d) comply with the requirements of *government agencies* about the use of the *penthouse area*.

21 AGREEMENT WITH THE CARETAKER

21.1 Purpose of the Agreement

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power to appoint and enter into agreements with a *caretaker* to provide management and operational services for *Beau Monde Apartments*. The *caretaker* may be (but does not have to be) the same person appointed as the *building manager* by the *Building Management Committee*.

21.2 Initial Period

The *Owners Corporation* may enter into an agreement with a *caretaker* during the Initial Period for *Beau Monde Apartments*. If the *Owners Corporation* enters into an agreement with a *caretaker* during the *initial period*:

- a) the term of the agreement may be for any period permitted by law; and
- b) the remuneration of the *caretaker* under the agreement may be for the amount determined by the *Owners Corporation* (acting reasonably).

21.3 Delegation of Functions

Unless permitted to do so by law, the *Owners Corporation* cannot delegate its functions or the functions of the *Executive Committee* to the *caretaker*.

21.4 How long can an Agreement last?

Following the *initial period*, the term of the first agreement must not exceed five years. The term of a new agreement may be for the period determined by the *Owners Corporation* (acting reasonably).

21.5 What Provisions must be included in an Agreement?

An agreement must have provisions about:

- (a) the rights of the *Owners Corporation* to terminate the agreement early if the *caretaker* does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the *caretaker* to terminate the agreement early if the *Owners Corporation* does not comply with its obligations under the agreement.
- (c) the process for reviewing the fee payable by the *Owners Corporation* to the *caretaker* during the term; and
- (d) the rights of the *caretaker* to assign the agreement.

21.6 Remuneration of the Caretaker

The remuneration of the *caretaker* for performing its duties during the first year of the first agreement following the *initial period* must not exceed \$75,000. The remuneration of the *caretaker* for performing its duties during the second and subsequent years of the agreement must be calculated according to CPI.

21.7 Duties of the Caretaker

The duties of the *caretaker* under an agreement with the *Owners Corporation* may include, without limitation:

- (a) caretaking, supervising and servicing *Common Property*; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the *Building Management Committee*); and
- (c) supervising the repair, maintenance, renewal or replacement of *Common Property*; and
- (d) arranging for the inspection and certification of plant and equipment as required by the law;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through *Common Property*;
- (f) co-ordinating the carrying out of *Building Works*;
- (g) managing the *Security Key* system and providing *Security Keys* according to the by-laws;
- (h) managing the display of "For Sale" or "For Lease" signs within an area dedicated by the *Owners Corporation* for the use of *Owners*;
- (i) providing services to the *Owners Corporation*, *Owners* and *Occupiers*; and
- (j) supervising employees and contractors of the *Owners Corporation*; and
- (k) supervising *Beau Monde Apartments* generally; and

- (j) doing anything else that the *Owners Corporation* agrees is necessary for the operation and management of *Beau Monde Apartments*.

21.8 Facilities Management

The *Owners Corporation* must not appoint the *caretaker* to perform functions which are (or will be) performed by the *building manager* appointed by the *Building Management Committee*.

22 AGREEMENT WITH THE BUILDING MANAGER

22.1 Purpose of the Agreement

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power in its capacity as a member of the *Building Management Committee* to appoint and enter into agreements with the *Building Manager* to provide management and operational services for *Beau Monde* generally.

22.2 Terms of the Agreement

The terms, remuneration, provisions and duties under the agreement which the *Owners Corporation* enters into or becomes a party to under this by-law must comply with the *Strata Management Statement*.

22.3 Costs

The *Strata Management Statement* may provide for the costs of the *Building Manager* to be allocated between *Owners* or a group of *Owners*. Where a group of *Owners* are responsible for a specified contribution or percentage or those costs, those *Owners* must contribute in shares proportional to their unit entitlement as a percentage of the aggregate unit entitlements for that group of *Owners*.

23 AGREEMENT WITH THE CONCIERGE

23.1 Purpose of the Agreement

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power to appoint and enter into agreements with a *concierge* to provide reception and general concierge services for *Beau Monde Apartments*.

23.2 Initial Period

The *Owners Corporation* may enter into an agreement with a *concierge* during the initial period for *Beau Monde Apartments*. If the *Owners Corporation* enters into an agreement with a *concierge* during the *initial period*:

- a) the term of the agreement may be for any period permitted by law; and
- b) the remuneration of the *concierge* under the agreement may be for the amount determined by the *Owners Corporation* (acting reasonably).

23.3 Delegation of Functions

Unless permitted to do so by law, the *Owners Corporation* cannot delegate its functions or the functions of the *Executive Committee* to the *concierge*.

23.4 How long can an Agreement last?

Following the *initial period*, the term of the first agreement must not exceed five years. The term of a new agreement may be for the period determined by the *Owners Corporation* (acting reasonably).

23.5 What Provisions must be included in an Agreement?

An agreement must have provisions about:

- a) the rights of the *Owners Corporation* to terminate the agreement early if the *concierge* does not properly perform its functions or comply with its obligations under the agreement; and
- b) the rights of the *concierge* to terminate the agreement early if the *Owners Corporation* does not comply with its obligations under the agreement; and
- c) the process for reviewing the fee payable by the *Owners Corporation* to the *concierge* during the term; and
- d) the rights of the *concierge* to assign the agreement.

23.6 Remuneration of the Concierge

The remuneration of the *concierge* must be a reasonable market fee with reasonable provisions for fee increases, having regard to the prevailing market rates for services of the type to be provided at the time the agreement is entered into.

23.7 Duties of the Concierge

The duties of the *conciierge* under an agreement may include, without limitation:

- a) providing assistance to owners, occupiers and visitors to *Beau Monde Apartments* in relation to enquiries and directory services; and
- b) arranging and assisting with access to authorised persons from carpark areas to lifts; and
- c) monitoring security cameras linked to the *conciierge* desk (if applicable); and
- d) liaising with the *caretaker* or *building manager* (as directed by the *Owners Corporation* from time to time) in emergency situations or security alerts; and
- e) doing anything else the *Owners Corporation* agrees is necessary or desirable for the operation and management of *Beau Monde Apartments*.

24 LICENCES

24.1 Powers of the Owners Corporation

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power to grant licences to *Owners* and *Occupiers* to use parts of *Common Property*.

24.2 How can the Owners Corporation exercise its powers?

The *Owners Corporation* may exercise its powers under this by-law only by ordinary resolution at a general meeting.

24.3 What Provisions may a Licence include?

Licences the *Owners Corporation* grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

25 DAMAGE TO COMMON PROPERTY

25.1 What are your Obligations?

Subject to the by-laws, you must:

- (a) use *Common Property* equipment only for its intended purpose; and
- (b) immediately notify the *Owners Corporation* if you know about damage to or a defect in *Common Property*; and
- (c) compensate the *Owners Corporation* for any damage to *Common Property* caused by you, your visitors or persons doing work or carrying out *Building Works* in *Beau Monde Apartments* on your behalf.

25.2 When will you need Consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the *Owners Corporation* to:

- a) interfere with or damage *common property*;
- b) remove anything from *common property* that belongs to the *Owners Corporation*; or
- c) interfere with the operation of *common property* equipment.

The *Owners Corporation* must comply with By-Law 17.3 in relation to any request for consent under this by-law.

26 INSURANCE PREMIUMS

26.1 Consent from the Owners Corporation

You must have consent from the *Owners Corporation* to do anything that might invalidate, suspend or increase the premium for an *Owners Corporation* insurance policy.

26.2 Payments for Increased Premiums

If the *Owners Corporation* gives you consent under this by-law, it may make conditions that require you to reimburse the *Owners Corporation* for any increased premium. If you do not agree with the conditions, the *Owners Corporation* may refuse its consent.

26.3 Requirements under the Strata Management Statement

Under the *Strata Management Statement*, you must notify the *Building Management Committee* if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the *Building Management Committee*.

27 SECURITY AT BEAU MONDE APARTMENTS

27.1 Strata Management Statement

The *Strata Management Statement* regulates security and the provision of *security keys* for *Beau Monde Apartments* and *Beau Monde* generally. The rights and obligations of the *Owners Corporation*, *Owners* and *Occupiers* in this by-law are subject to the *Strata Management Statement* and *Easements*. In particular, the *Owners Corporation* must not do anything that would restrict access to:

- a) *shared facilities* which *Owners* and *Occupiers* in *Beau Monde* are entitled to use under the *Strata Management Statement*; or
- b) *common property* the subject of *Easements*.

27.2 Rights and Obligations of the Owners Corporation

The *Owners Corporation* must take reasonable steps to:

- (a) stop intruders coming into *Beau Monde Apartments*; and
 - (b) prevent fires and other hazards.
- The *Owners Corporation* must comply with:
- (c) the *Strata Management Statement*; and
 - (d) the reasonable instructions of the *Building Management Committee* about *security keys* and, in particular, instructions about re-coding and returning *security keys*.

27.3 Installation of Security Equipment

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power to install and operate in *Common Property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Beau Monde Apartments*.

27.4 Restricting Access to Common Property

In addition to its powers under the *Management Act*, the *Owners Corporation* has the power to:

- (a) close off or restrict by *Security Key* access to parts of *Common Property* that do not give access to an *Apartment*; and
- (b) restrict by *Security Key* your access to levels in *Beau Monde Apartments* where you do not own or occupy an *Apartment* or have a right to use under an *Exclusive Use By-Law*.

27.5 Providing Owners and Occupiers with Security Keys

The *Building Management Committee* is responsible to provide *security keys* for *Beau Monde Apartments*.

27.6 What are your Obligations?

You must:

- (a) comply with the reasonable instructions of the *Building Management Committee* and the *Owners Corporation* about *security keys* and, in particular, instructions about re-coding and returning *security keys*;
- (b) take all reasonable steps not to lose *security keys*;
- (c) return *security keys* to the *Building Management Committee* if you do not need them or if you are no longer an *Owner* or *Occupier*; and
- (d) notify the *Building Management Committee* immediately if you lose a *security key*.

27.7 Some Prohibitions

You must not:

- (a) copy a *security key*; or
- (b) interfere with security equipment or do (or allow anyone to do) anything that is prohibited in the *Strata Management Statement*; or
- (c) give a *security key* to someone who is not an *Owner* or *Occupier*.

27.8 Procedures if you Lease your Apartment

If you lease or licence your *Apartment*, you must include a requirement in the lease or licence that the *Occupier* return *Security Keys* to the *Building Management Committee* when they no longer occupy an *Apartment*.

27.9 Restrictions on Exercising Rights under this By-Law

Subject to the *Strata Management Statement*, the *Owners Corporation* must not:

- (a) shut down or interfere with the integrated security system for *Beau Monde*; or
- (b) restrict access to parts of *Common Property* which are *shared facilities*.

28 ALLOCATION OF COMMON PROPERTY**28.1 Signs and Signage Equipment**

The *Owners Corporation* must allow the *Building Management Committee* to use part of the *Common Property* described in the *Strata Management Statement* as the "roof sign area" for the erection and installation of *signs* and *signage equipment*. The *Owners Corporation* may exclude you from using that part of the *Common Property*.

28.2 Restricting Access to Common Property for Use by the Caretaker

The *Owners Corporation* may allow the *caretaker* (and persons authorised by the *caretaker*) to use part of the *Common Property* being:

- (a) carparking spaces approved for visitor parking from time to time; or
- (b) the *caretaker's room*; or
- (c) approved storage areas from time to time, to perform the *caretaker's* duties.

The *Owners Corporation* may:

- (d) exclude you from using that part of the *Common Property*; and
- (e) take reasonable steps to ensure that carparking spaces allocated under this by-law are kept free of unauthorised vehicles.

28.3 Restricting Access to Common Property for Use by the Concierge

The *Owners Corporation* may allow the *caretaker* (and persons authorised by the *caretaker*) to use part of the *Common Property* being:

- (a) approved areas and facilities in the foyer of *Beau Monde Apartments* (including, for example, a *concierge* desk and equipment) by the *Owners Corporation* from time to time; or
- (b) approved storage areas from time to time, to perform the *concierge's* duties.

The *Owners Corporation* may exclude you from using that part of the *Common Property*.

28.4 Display Area for Use of Owners

The *Owners Corporation* may dedicate an area of *Common Property* to be used by *Owners* to display "Fore Sale" or "For Lease" signs relating to their *apartments*. The *Owners Corporation* may delegate management of this display area to the *caretaker*.

28.5 Storage Space

- (a) The *Owners Corporation* has the right to dedicate parts of *Common Property* for the exclusive use of nominated *Owners* for storage purposes.
- (b) The *Owners Corporation* may allow the *caretaker* (and persons authorised by the *caretaker*) to use part of the *Common Property* allocated for storage space from time to time.

29 USING THE POOL AND GYM**29.1 Using the Pool and Gym**

Each *Owner* and *Occupier* may use the *pool* and *gym* on the terms and conditions in this by-law.

29.2 Conditions for Using the Pool and Gym

- (a) The *pool* and *gym* may be used by *Owners* and *Occupiers* and their visitors only during the hours nominated by the *Owners Corporation*.
- (b) *Owners* and *Occupiers* must accompany their visitors at all times when their visitors use the *pool* or *gym*.
- (c) *Owners* and *Occupiers* must:
 - (i) ensure that an adult exercising effective control accompanies children who are under 12 who are in the care of the owner or occupier when the children use or area in the *pool* or *gym*; and
 - (ii) be adequately clothed when they use or are in the *pool* or *gym*.

29.3 What are you Prohibited from doing?

Owners and *Occupiers* must not:

- (a) bring glass (i.e. drinking glasses) or sharp objects into or around the *pool* or *gym*;

- (b) do anything that might be dangerous when they use or are in the *pool* or *gym* (for example, running near the *pool*);
- (c) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the *pool* or *gym* by another *Owner* or *Occupier*;
- (d) bring food or drink into the *pool* or *gym* without consent from the *Owners Corporation*. However, you do not need consent to bring non-alcoholic drinks in shatter proof containers into the *pool* or *gym*; or
- (e) hold parties or other functions (e.g. swimming classes or exercise classes) in the *pool* or *gym* without consent from the *Owners Corporation*; or
- (f) interfere with, operate or adjust settings of pumps or other equipment servicing the *pool*; and
- (g) interfere with, operate or adjust the settings of equipment in the *gym* (other than to operate and adjust the exercise equipment according to the instructions of the manufacturer).

29.4 Rights of an Occupier

An *Owner* may allow an *Occupier* of their lot to exercise the rights of the *Owner* under this by-law. However, the *Owner* remains responsible to the *Owners Corporation* and *government agencies* to perform the functions and comply with the obligations of the *Owner* under this by-law.

29.5 Rights and Obligations of the Owners Corporation

- (a) The *Owners Corporation* may restrict access to the *pool* and *gym* by *security key* according to By-Law 27. The *Owners Corporation* must provide *Owners* and *Occupiers* with a *security key* for the *pool* and *gym* according to By-Law 27.
- (b) The *Owners Corporation* may make *rules* about using the *pool* and *gym* and, in particular, about the number of visitors which an *Owner* or *Occupier* may bring into the *pool* or *gym* at the same time. *Owners* and *Occupiers* must comply with those *rules*.

30 SPECIAL PRIVILEGE OF THE DEVELOPER FOR REFURBISHMENT

30.1 Exclusive Use By-Law

This is an *exclusive use by-law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of the *Developer* while the *Developer* is the *Owner* of an *apartment*. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

30.2 Special Privilege

The *Developer* has the special privilege to carry out *Building Works* in any *apartment* it owns (including, without limitation, works to remove, alter or install internal walls or refurbishment works) subject to the terms of this *exclusive use by-law*.

30.3 Obligations of the Developer

The *Developer* must:

- (a) obtain necessary consents from *government agencies* before commencing *building works*;
- (b) give at least 7 days notice to the *Owners Corporation* before commencing *building works*;
- (c) give prior notice to the *Owners Corporation* if it proposes to interfere with or interrupt services to other *apartments* or to *Common Property*;
- (d) comply with, and ensure that the *Developer's* employees, agents and contractors comply with, all requirements and orders of *government authorities* and all laws (including relevant consents); and
- (e) provide to the *Owners Corporation*:
 - (i) copies of all consents obtained; and
 - (ii) contact details and insurance particulars for the contractors and any persons involved in carrying out the *building works* under By-Law 30.4; and
- (f) ensure that the *building works* are done:
 - (i) in a proper and workmanlike manner;
 - (ii) by qualified, reputable and, where appropriate, licensed contractors;
 - (iii) within hours specified by *Council* as hours within which *building works* may be carried out;
- (g) cause as little inconvenience as is practicable to other *Owners*, *Occupiers* or visitors to *Beau Monde Apartments*;
- (h) arrange with the *Owners Corporation* a suitable time and means by which the *Developer's* contractors may access *Beau Monde Apartments* for purposes associated with those *building works*;
- (i) remove all refuse in connection with the *building works* from the *apartment* and *Beau Monde* as early as practicable after *building works* have been completed; and
- (j) repair any damage the *developer* (or persons carrying out the *building works* for the *Developer*) cause to *Common Property* or the property of another *Owner* or *Occupier*.

30.4 Insurance Obligations

The *Developer* must effect and maintain, and ensure that its contractors effect and maintain:

- (a) policies of insurance required by law (including insurance under the Workers' Compensation Act, 1989 (NSW) for an employer's full liability under that Act) in respect of all persons employed in connection with the *building works*; and
 - (b) public liability insurance for at least \$20,000,000.00; and
 - (c) contractors' all risk policies in respect of the *building works* to the full value of the *building works*.
- The *Developer* must notify the *Owner's Corporation* immediately when:
- (i) an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) any policy of insurance is cancelled.

30.5 Certificates

Promptly after the *building works* are completed the *Developer* must obtain in respect of the *building works* all certificates from relevant *government authorities* or other relevant certifiers evidencing compliance with laws and requirements.

30.6 Release from Other Requirements

The *Developer* is not required to comply with By-Laws 17.3 to 17.5 when carrying out *building works* in accordance with this *exclusive use by-law*.

31 RULES

31.1 Powers of the Owners Corporation

In addition to its powers under the *Management Act* the *Owners Corporation* has the power to make *Rules* about the security, control, management, operation, use and enjoyment of *Beau Monde Apartments* and, in particular, the use of *Common Property*.

31.2 Amending the Rules

The *Owners Corporation* may add to or change the *Rules* at any time.

31.3 What are your Obligations?

You must comply with the *Rules*.

31.4 What if a Rule is inconsistent with the By-Laws?

If a *Rule* is inconsistent with the by-laws or the requirements of a *Government Agency*, the by-laws or requirements of the *Government Agency* prevail to the extent of the inconsistency.

31.5 What if a rule is inconsistent with the Strata Management Statement?

If a *Rule* is inconsistent with the *Strata Management Statement*, the *Strata Management Statement* prevails to the extent of the inconsistency.

32 HOW ARE CONSENTS GIVEN?

32.1 Who may give Consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the *Owners Corporation* at a general meeting; or
- (b) the *Executive Committee* at a meeting of the *Executive Committee*.

32.2 Conditions

The *Owners Corporation* or the *Executive Committee* may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

32.3 Can Consent be Revoked?

The *Owners Corporation* or the *Executive Committee* may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

33 FAILURE TO COMPLY WITH BY-LAWS

33.1 Powers of the Owners Corporation

The powers of the *Owners Corporation* under this by-law are in addition to those that it has under the *Management Act*.

33.2 What can the Owners Corporation do?

The *Owners Corporation* may do anything on your *Apartment* that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the *Owners Corporation*, have not done properly.

The *Owners Corporation* must give you a written notice specifying when it will enter your *apartment* to do the work. You must:

- (a) give the *Owners Corporation* (or persons authorised by it) access to your *apartment* according to the notice and at your cost; and
- (b) pay the *Owners Corporation* for its costs for doing the work.

The *Owners Corporation* may recover any money you owe it under the by-laws as a debt.

34 APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the *Owners Corporation* in writing and address them to the *Strata Manager*.

35 BUILDING MANAGEMENT AND YOU

You must not:

- (a) interfere with or stop the *building manager* or *strata manager* performing their obligations or exercising their rights under their agreements with the *Owners Corporation* or the *Building Management Committee*; or
- (b) interfere with or stop the *building manager* or *strata manager* using *Common Property* that the *Owners Corporation* permits them to use.

36 SPECIAL PRIVILEGE TO INSTALL AIR CONDITIONING PLAN AND EQUIPMENT**36.1 Exclusive Use By-Law**

This is an *exclusive use by-law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of the owners of Lots 240 and 241. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

36.2 Interpreting this By-Law

In this *exclusive use by-law*, "you" means the Owners of Lots 240 and 241.

36.3 Exclusive Use and Special Privilege Rights

You have the special privilege:

- (a) to relocate *air conditioning services* which exclusive service your *penthouse* to the *Common Property* roof; and
- (b) to carry out building works, make alterations to *Common Property* and install pipes, wires, cables and ducts in *Common Property* necessary to connect *air conditioning services* which relocate under this *exclusive use by-law* to the existing *air conditioning services*.

36.4 Your Obligations

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace *air conditioning services* which exclusive service your *penthouse*);
- (b) use contractors approved by the *Owners Corporation* to maintain, repair and replace *air conditioning services* exclusively servicing your *penthouse*;
- (c) comply with the requirements of *government agencies* about *air conditioning services*; and
- (d) make good any *Common Property* you interfere with while exercising your rights under this *exclusive use by-law* to the satisfaction of the *Owners Corporation* (acting reasonably).

37 SPECIAL PRIVILEGE TO ENCLOSE BALCONY**37.1 Exclusive Use By-Law**

This is an *exclusive use by-law*. The *Owners Corporation* may amend or cancel it only by special resolution and with the written consent of the owners of Lots 236, 237, 238, 239, 240 and 241. By-Laws 3.3 to 3.8 apply to this *exclusive use by-law*.

37.2 Interpreting this By-Law

In this *exclusive use by-law*, "you" means the Owners of Lots 236, 237, 238, 239, 240 and 241.

37.3 Exclusive Use and Special Privilege Rights

You have the special privilege to enclose your *balcony* provided that you:

- (a) obtain all necessary consents and comply with your obligations under By-Law 38 (“Balcony Enclosure Code”);
- (b) comply with the requirements of *government agencies* about balcony enclosures; and
- (c) maintain, repair and, where necessary, replace your balcony enclosure.

38 BALCONY ENCLOSURE CODE

38.1 Purpose

The purpose of the *Balcony Enclosure Code* is to protect and preserve the architectural and structural integrity of *Beau Monde Apartments*.

38.2 Who must Comply with the Balcony Enclosure Code

You must comply with the *Balcony Enclosure Code*.

38.3 Obligations before carrying out Balcony Enclosure Code

Before you carry out any *balcony enclosure works*, you must obtain necessary consents from the *Owners Corporation* and *government agencies*.

38.4 Procedures when you carry out Balcony Enclosure Works

If you carry out *balcony enclosure works*, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *Owners Corporation*;
- (b) carry out the *balcony enclosure works* in a proper manner and to the reasonable satisfaction of the *Owners Corporation*; and
- (c) repair any damage you (or persons carrying out *balcony enclosure works* for you) cause to *Common Property* or the property of another *Owner* or *Occupier*.

38.5 Interpretation

In this *exclusive use by-law* the following terms have the meaning set out below:

Balcony enclosure code means the code in Schedule 1

Balcony enclosure works means works enclosing the balcony of your apartment.

39 INSTALLATION OF FLOOR TILES

The Owner from time to time of the Lots:

- 39.1** must at the Owner’s cost obtain and maintain all necessary statutory approvals required for the purpose of installing floor tiles (or any replacements of them) in accordance with the *Owners Corporation Consent*;
- 39.2** must ensure that all work carried out in installing the tiles (or any replacement of them) and in maintaining them in accordance with this By-Law is done:
 - a) at the Owner’s cost; and
 - b) by suitably qualified and experienced tradesmen;
- 39.3** despite section 62 of the *Strata Schemes Management Act*:
 - a) will be responsible for the cost of the proper maintenance of the floor tiles (or any replacement of them);
 - b) must repair any damage caused to any part of the *Common Property* by installing the floor tiles.

“Owners Corporation Consent” means the consent of the *Owners Corporation* given under By-Law 7.4 at a meeting of the *Owners Corporation* on 3 December 2008 by which the *Owners Corporation* consented to the Owner of Lots 221 and 222 in SP74602 (Lots) removing certain floor coverings from the Lots and replacing them with floor tiles in accordance with the plans provided to the *Owners Corporation* by Horizon Architects by letter dated 20 October 2008, a condition of which consent was that the Owner of the Lots accept all responsibility for the tiles.

SCHEDULE 1 – BALCONY ENCLOSURE CODE

1. The general guidelines within this Code are applicable to all balconies within Beau Monde Apartments
2. The proposed glazing for the enclosed balconies is to extend from the existing floor level and stop at the soffit of the concrete balcony above (approximately 2300mm high; check on site).
3. The windows are to be aluminium framed and the transoms to be installed are to be positioned at the height of, and imitate, the existing balcony handrail (approximately 1000mm above floor level; check on site).
4. The aluminium framing is to match the existing extruded sections of the existing window systems in Beau Monde Apartments, as best possible.
5. The aluminium framing is to match the colour and finish of the existing window systems in Beau Monde Apartments, as best possible.
6. The proportion of openings is to be kept consistent from floor to floor for all apartments.
7. The new glass to windows is to match the glass of the existing windows in Beau Monde Apartments and to be compliance with all relevant Building Code of Australia and Australian Standards.
8. The glazed panels are to have negligible impact on the existing façade. It is the intent of the Code that the proposed new glass panels are to complement the overall articulation and architectural language of the façade.
9. The balcony encloses are to utilise colours, glazing and structure to match, or be very similar, to that of the existing building.
10. The balcony enclosures are to be designed to integrate with the existing form of the residential tower and not impact on the overall integrity of Beau Monde Apartments.
11. The balcony enclosures are to consider the existing proportions and articulation of shadow reliefs.
12. Enclosures for balconies are not to protrude beyond the existing outline of Beau Monde Apartments.

Special By-Law 1 – Service of Documents on Owner of Lot by Owners Corporation (AK53966X)

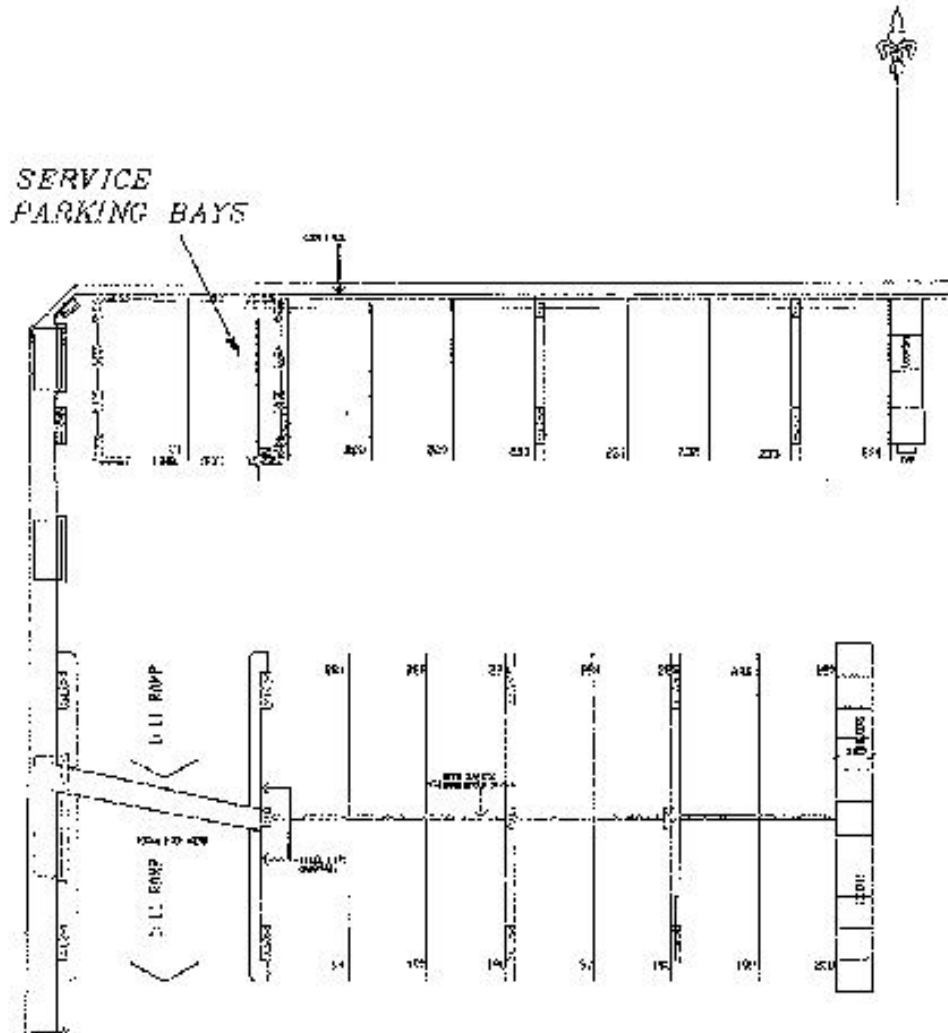
A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Doc: 07 / Plan: L575322 / Doc: SP 074602 E / Rev: 07-Mar-2005 / Plw: GK.DK / Plt: 08-Apr-2005 11:38 / 2gr: 33 / Seq: 44 of 50
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By-Laws for Beau Monde Apartments

Location Plan

SP74602

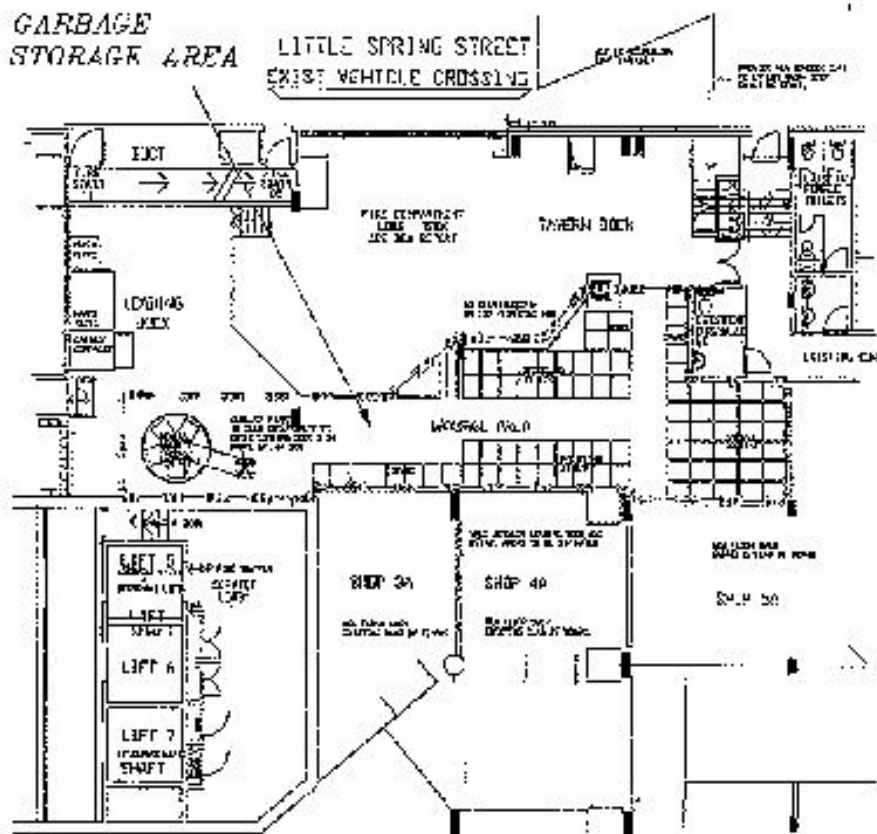


Prepared by:
 FRANK M. MASON & CO. PTY LIMITED
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 For ANDREW MASON
 Registered Surveyor
 Ref. No: 150 Dated 8.3.2006
 Reference 3-325-74

SERVICE PARKING BAYS
BASEMENT LEVEL 3
BEAU MONDE

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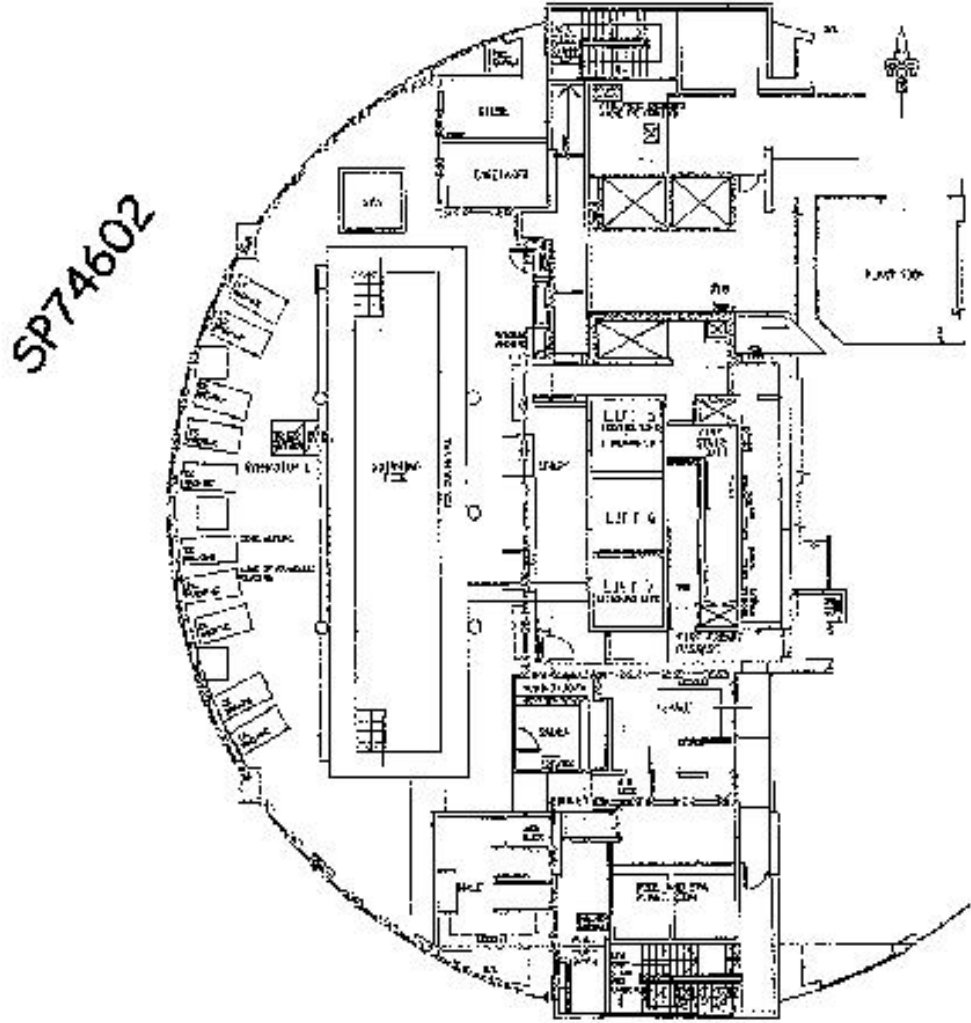
SP74602



Prepared by:
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 For ANDREW MASON
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 Ref. No. 1150 Date 6.3.2005
 Reference 3132A-77

GARBAGE STORAGE AREA
LEVEL 1
BEAU MONDE

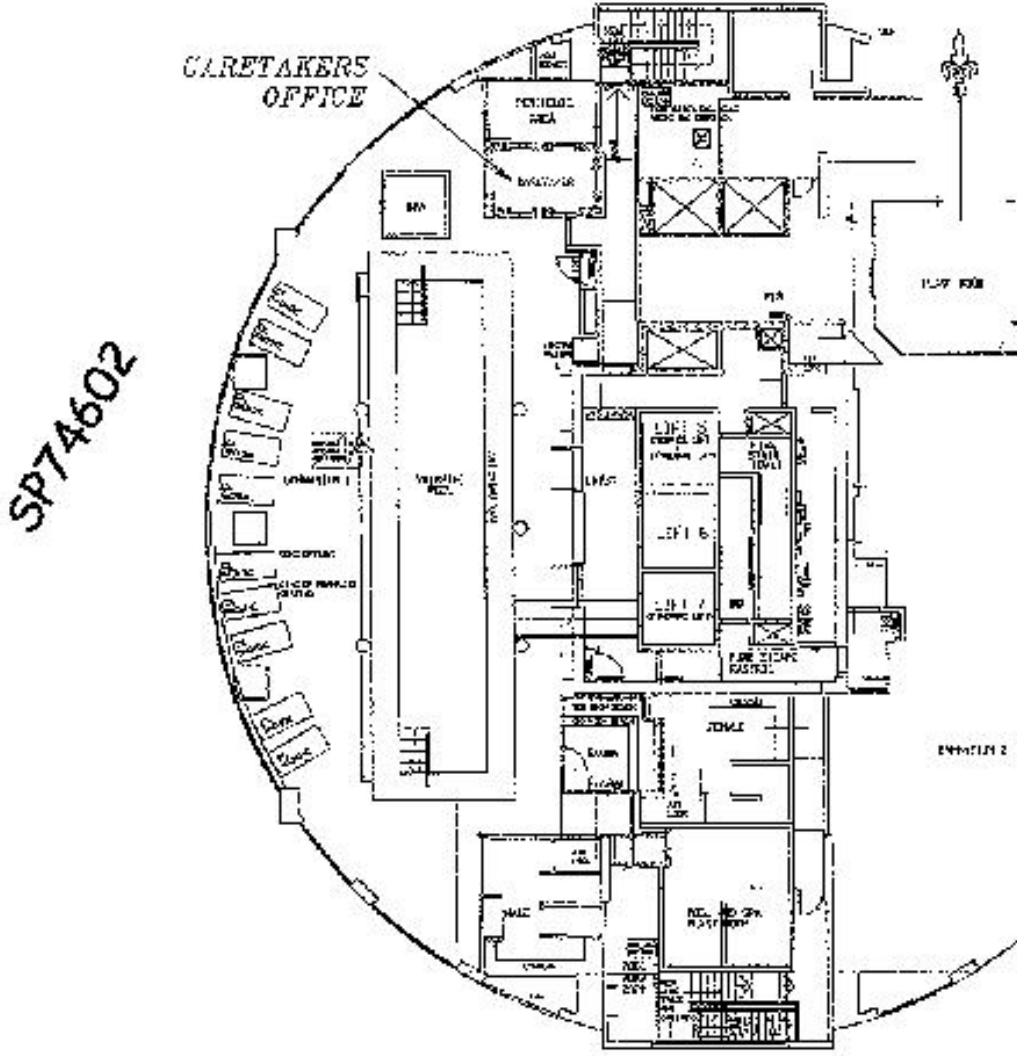
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 Red. Ref No 11150 Dated 6.9.2005
 Reference 31323-72

POOL & GYM
LEVEL 3
BEAU MONDE

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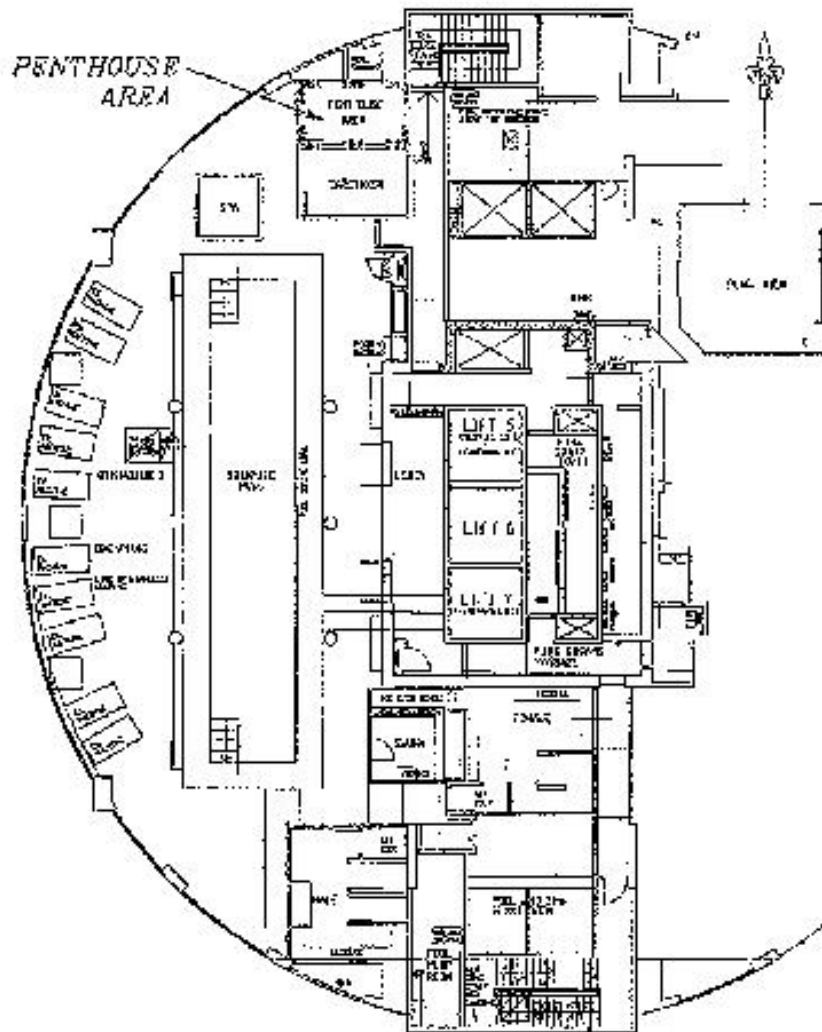


From: up
 FRANK M. MASON & CO. PTY LIMITED
 2 Winton Street, Milsons Point, NSW
 Per ANDREW MASON
 Registered Surveyor
 Reg. No. 1150 Dated 8.3.2005
 Reference 31322-70

CARETAKERS OFFICE
LEVEL 8
BEAU MONDE

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SP74602



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 Registered Surveyor
 Red. No. 11150 Dates 8/3/2005
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PENTHOUSE AREA
LEVEL 2
BEAU MONDE