

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