

- 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