

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*.