

## 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 accordance 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