

**MONT CLAIR HOME UNITS PTY. LIMITED**  
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## **HOUSE RULES**

Mont Clair is a Company Title building and its Articles of Association are the by-laws of the company. Article 138 enables the Board of Directors to formulate House Rules for the management, conduct and good order of Mont Clair. The rights given by the Articles of Association to shareholders and approved tenants to occupy units are subject to their observing the House Rules.

The Board seeks your co-operation in observing the House Rules to ensure that Mont Clair continues to be a premium quality building and a pleasant and enjoyable environment for shareholders, tenants and visitors.

### **1. BOARD APPROVAL OF RESIDENTS**

No person may occupy a unit or move anything into a unit until they have been interviewed and approved as a resident by the Board of Directors. Interviews with the Board are to be arranged through Mont Clair's managing agent to whom appropriate references must be provided prior to the interview taking place. A charge will be due and payable to the Company for every such interview. The charge is to be paid by the shareholder.

### **2. TENANCY AGREEMENT**

After receiving Board approval to occupy a unit, an approved person who is not a shareholder must enter into a Residential Tenancy Agreement with a term of not less than six months. These House Rules must be annexed to such agreement and, if there is any inconsistency between the House Rules and such agreement, the House Rules shall prevail. Shareholders and tenants must give not less than seven (7) days' notice to the company's managing agent of the date on which a tenant is to vacate.

### **3. PERMITTED USE OF UNITS**

Units must only be used as private residences. They are not to be used as places of business. Residents shall not permit units to be used for any purpose of an illegal, immoral or improper nature or which may be injurious to the reputation of the building.

### **4. MAXIMUM NUMBER OF UNIT OCCUPANTS**

The maximum number of persons in permanent residence at any time in studio units shall be one person; in one bedroom units, two persons; and in the two bedroom unit, four persons.

### **5. VISITORS**

Residents will be fully responsible for the good conduct and behaviour of their visitors and ensure that they observe the House Rules. In particular, residents must supervise any children who visit them in the building. Residents shall pay for the repair of any damage to the building or its fittings caused by their visitors.

A visitor may stay overnight in a unit on an occasional basis so long as at least one permanent resident in the unit is present, but if a visitor is to stay in a unit for more than one week the Board must be informed and its approval obtained.

**6. SECURITY**

Security is everyone's concern. Care must be taken to ensure that the front door is closed at all times. Residents must not allow access to the building to any person not personally known to them.

**7. MOVING IN/OUT AND DELIVERIES**

Whenever heavy, bulky or large items of furniture, or any other items, are being moved in to or out of the building, the resident concerned must ensure that suitable protective cloths are placed in the common areas to protect the parquet floors and the interior of the lift from damage.

In the event that any damage should be caused to the common areas of the building through the movement of furniture or other items, the cost of repairing such damage shall be paid by the shareholder of the unit to or from which such furniture or other items are delivered or moved. The shareholder may recover these costs from the tenant of the unit.

**8. COMMON AREAS**

All common areas must be treated with care and respect. Any resident who dirties or makes a mess in a common area must clean it up. This obligation also extends to any dirt or rubbish left in common areas of the building by a resident's tradespersons, removalists, delivery persons or visitors.

No furniture, bicycles, scooters or other items may be left or stored in the corridors or the entry foyer. The Board reserves the right to remove all such furniture, bicycles, scooters or other items. In such cases neither the Board of Directors, nor the Company shall in any way be liable to any shareholder or resident by reason of such removal. No bicycles or scooters may be transported in the lift.

Residents shall not throw anything out of the windows or from the roof or place anything on the outside of window sills.

**9. EXTERIOR APPEARANCE OF THE BUILDING**

Mont Clair is a heritage building and Local Government laws restrict changes to its structural appearance and design. Accordingly external blinds, awnings or air conditioning units shall not be erected or installed above, or in, windows.

No clothing, bedding or laundry shall be hung in front of or from windows.

Residents and shareholders shall not paint or affix any sign, advertisement, notice or poster, including "For Sale" and "For Lease" signs, to any part of the building; but may be placed on the foyer notice board.

Residents and shareholders may not install security grilles on the windows or doors of units nor do anything to alter the external appearance of units without the prior consent of the Board of Directors.

**10. NOISE**

No resident shall make noise that interferes with other residents' rights to peaceful enjoyment. In particular no resident shall, after 11.00pm, permit any noise from any social gathering in the building that is likely to interfere with the peace and enjoyment of other residents of the building. Residents and their visitors should enter and leave the building quietly.

**11. SMOKING**

Smoking is not permitted within the building except in units and on the Violet Cowley roof terrace.

## **12. THE VIOLET COWLEY ROOF TERRACE**

The Violet Cowley roof terrace is a common area provided for the use of all shareholders, residents and their guests subject to their observance of the following requirements:

- No ashtrays are provided for disposing of cigarette butts; suitable ashtrays/receptacles must be provided by shareholders and/or residents for their use and for the use of their guests if they and their guests wish to smoke; all such ashtrays along with any butts or ash must be removed when shareholders and/or residents and their guests leave the roof terrace.
- Cigarettes or cigarette butts must not be thrown on to the street or the courtyards of the building.
- Noise must be kept within reasonable limits.
- The needs of other shareholders and residents should be kept in mind; shareholders and residents must not monopolise the area.
- Each shareholder or resident may entertain only up to 10 guests at any time except when a special function has been approved by the Board of Directors. As a courtesy to other residents a note giving particulars of the date and time of the entertainment should be placed on the foyer noticeboard. On New Year's Eve, the number of guests entertained by each shareholder or resident shall not exceed four.
- All furniture must be quietly placed back in its original position after use. Please avoid dragging furniture as that will disturb residents in the units below. To minimise damage, do not stand on furniture.
- Shareholders and residents using the area are responsible for disposing of their own rubbish and the area must be left clean and tidy after use. Barbecues are not permitted.
- As there is no intercom on the roof terrace, guests should be advised in good time of any contact arrangements and if necessary, a responsible person stationed in the foyer to let guests into the building and give directions to the roof terrace.
- Shareholders and residents may host a function involving more than 10 guests only with the prior approval of the Board of Directors. To obtain such approval the following requirements must be satisfied:
  - application is to be made in writing to the Board of Directors;
  - a minimum of seven (7) days' notice is to be given;
  - all residents are to be advised of the date and time of the function by a notice placed on the foyer notice board ;
  - the maximum number of guests at any one time is limited to 20;
  - the roof terrace must be left clean and tidy after use and cleaning expenses will be charged to the relevant resident or shareholder if the Board is not satisfied with the state of cleanliness after a function.

## **13. LAUNDRY**

Laundry facilities have been provided as an amenity for residents only. Residents are urged to be considerate to others in their use of the laundry. Residents shall take proper care of laundry equipment and leave the laundry area clean after use.

In the event of any faults occurring in any washing machine, residents should report all faults to the suppliers of those machines whose telephone number is on each machine.

**14. GARBAGE**

The garbage area is located on the ground floor at the rear of the building. All garbage is to be bagged and placed into the bins provided. Any items for recycling are to be placed in the bins provided for that purpose.

Residents are urged to use the bins no later than 10.30 pm so that other residents in that area of the building are not disturbed.

**15. PETS**

Pets are not permitted in Mont Clair.

**16. AUCTIONS AND GARAGE SALES**

No auctions or garage sales may be conducted within the building.

**17. INTERIOR MAINTENANCE OF UNITS**

Shareholders are responsible for the interior maintenance and decoration of their units.

Shareholders must keep all taps, toilet flusherettes and drains in good order and repair and properly replace all worn or broken washers and valves at their own expense.

Upon 24 hours' notice being given to a resident of a unit, the resident and/or the shareholder of that unit shall allow the Board of Directors, its agents or contractors to inspect the interior of the unit to test any fire safety, electrical or plumbing installation for the purpose of tracing and repairing any leakage or defect. If such entry is not given by the shareholder or resident, entry may be effected by recourse to a locksmith at the expense of the shareholder. The Board of Directors reserves the right in the case of an emergency where damage to the building might result to enter any unit by force if necessary to trace and/or repair any leakage or defect in any fire safety, electrical or plumbing installation within a unit.

Residents shall keep all windows in his or her unit clean. Any cracked or broken window pane or defective window hardware shall be repaired promptly at shareholders' expense except when part of an approved building maintenance program. Defective windows may only be replaced at the shareholder's expense with windows which meet the design specifications approved by the building architect and in keeping with the heritage of the building.

Residents shall not use or permit to be used chemicals, burning fluids, acetylene, gas or any other material in lighting or heating their units which may in any way cause or increase the risk of fire or explosion or lead to an increase in the premium charged to the Company for fire insurance on the building.

Residents shall keep their units clean and take all reasonable steps to prevent infestation by vermin or pests within their units. Without limiting the obligation of residents to control vermin and pests within their units, the Board of Directors will from time to time arrange for a pest extermination service to carry out pest control measures within the building and all residents and shareholders will upon reasonable notice being given to them, permit such pest control service to have access to their units so that the pest control measures can be implemented.

**18. RENOVATIONS TO UNITS**

Written application must be made to the Board and consent obtained before any alterations which involve the construction or removal in whole or in part of any walls or the relocation of fire safety, plumbing, drainage or sewerage outlets. The application must include a written description and plans of the proposed work, a report from a qualified structural engineer and, where necessary, the consent of the Council or other relevant authority. The plans must show any alterations to fire safety, electrical,

plumbing, drainage and sewerage outlets.

The Board may require the application to be forwarded to an architect and/or structural engineer nominated by the Board for their advice in which event their fees shall be paid by the shareholder. The Board may either decline or grant approval to any alterations in whole or in part taking into account the advice of its consulting architect or structural engineer. The Board will give the shareholder written notice of its decision.

The hours of work must be restricted to 8.00 am to 5.30 pm Monday to Friday, and 8.00 am to 12.00 noon on Saturday. It is not permitted for work to be carried out on Sundays or public holidays. Particularly noisy work such as hammering, drilling or tile removal with power tools may not be undertaken on Saturdays.

Shareholders shall permit the Board, its agents or consultants, to inspect all renovations, repairs and alterations upon their completion to ensure that they have been carried out in a competent and workmanlike manner and in accordance with the plans and specifications.

It shall be the responsibility of the shareholder to ensure that all areas within the building, including the lift which might be liable to be damaged by the renovations, are appropriately covered and protected while such renovations are being carried out. Any covering and protection shall be removed at the end of each working day.

Shareholders must notify residents on the foyer notice board of the expected commencement and completion dates of all work.

Before the commencement of any work a shareholder must provide a letter in which the shareholder agrees to pay the costs of any damage occasioned to the building or other units as a result of the carrying out of such renovations, repairs or alterations.

## **19. INSURANCE CLAIMS**

Full particulars of any claim on the company's policy of insurance must be notified to the Company's managing agent within seven days of the occurrence of the event giving rise to the claim. It is recommended that shareholders and residents take out their own insurance to cover any damage sustained to the contents of units not covered by the Company's policy.

## **20. REPAIRS TO THE BUILDING OTHER THAN UNITS**

All repairs to the building other than to units must be authorised by the Board of Directors or its managing agent. Only licensed tradespersons may carry out such work including work at shareholders' expense. All defects in water, gas or electrical installations shall be promptly reported to the managing agent or a director of the Company.

Residents shall not hinder, delay or give any instructions to tradespersons engaged by the Board to carry out work in any part of the building.

## **21. SALE OF UNITS**

Shareholders must give advance notice to the Board of Directors if they propose to sell their unit and provide a copy of the House Rules to any real estate agent handling the sale. A copy of the House Rules should be annexed to any Contract for Sale of the shares in respect of any unit prior to exchange of contracts.

Proper notice of exchange should be given to the Company's managing agent so that an interview can be arranged between the proposed purchaser and the Board of Directors whose consent is required by the Articles of Association to the transfer of any of the Company's shares.

**22. MAIL**

Mail received for previous residents should be marked "Return to Sender" and dropped into the nearest post box.

**23. FIRE SAFETY**

Residents are urged to read carefully the following instructions as their safety and the safety of all other residents depend upon them being understood and obeyed.

**Fire Alarms**

The Fire Brigade will respond automatically but all residents need to observe the following procedures:

- Reassure yourself that there is no fire in your unit.
- Make sure your neighbour is aware of the alarm but, for your own safety, do not delay leaving the building.
- Evacuate the building by way of the main stairs and assemble on Liverpool Street.
- Wait for the all clear to be given by the Fire Brigade before re-entering the building.

**Smoke Detectors**

Smoke detectors are sensitive pieces of equipment and in addition to smoke can be affected by aerosol sprays, steam, dust, insects and smoke from mosquito coils.

- Smoke detectors must not be tampered with in any way and must not be painted.
- When renovation work of any description is being carried out within a unit the detectors must be covered to protect them from being affected by any dust. Such covering must be removed when work ceases on any particular day, and then the detectors re-covered at the commencement of work on the following day.
- When showering keep the bathroom door closed to stop steam entering any other room in which a smoke detector is situated.
- When cooking leave the kitchen window open to allow any excess steam and/or smoke to escape.
- Any Fire Brigade charge for a false alarm shall be paid by the relevant shareholder who may recover the cost from any tenant of the unit responsible for the false alarm.

**Fire Doors**

- The entry doors to each unit are Fire Door Systems. They are the property of the Company and must not be altered or interfered with in any way.
- The door closer is not to be removed or rendered inoperable. Any replacement lock must comply with the requirements of the Australian Standard in regard to fire doors.
- The installation of security or screen doors is not permitted under the Fire Regulations and it is a requirement that the doors be kept closed at all times other than for entry or exit.
- Penalties may apply if any resident is found to be in breach of the Fire Regulations.

**Inspection of Fire Safety Systems**

- It is a requirement of the Fire Regulations that all fire safety systems be regularly inspected to ensure that they remain in good working order.
- Residents must co-operate in giving access to their units from time to time for the fire safety consultants/service technicians engaged by the Board to carry out such inspections.