

MONT CLAIR HOME UNITS PTY LIMITED
SHAREHOLDER INFORMATION FOR UNIT RENOVATIONS/ALTERATIONS

Written application for renovations or alterations to units at Mont Clair must be made via the Company's Managing Agent by completing three forms: Renovations Approval, Form of Indemnity, and Working Conditions for Alterations to Company Property, all of which are available on the Company's website www.montclair.com.au or from the Managing Agent. These forms are summarised in this notice and referred to in the House Rules, specifically HR 18, which links to this notice inter alia.

Consent

Consent must be obtained from the Board before any renovations or alterations which involve:

- i. the construction or removal in whole or in part of any wall, or
- ii. the relocation of any fire safety installations, electrical, plumbing, drainage, or sewerage outlets, or
- iii. the construction or installation of a kitchen, or a bathroom, or a bath or shower.

The application must include a description and plans of the proposed work, a report from a qualified structural engineer where any wall is to be altered, removed or constructed and, where necessary, the consent of the Council or other relevant authority. The plans must show any alterations to fire safety installations, electrical, plumbing, drainage, or sewerage outlets.

Bathroom renovations

Where the alterations involve the alteration, construction or installation of a bathroom, or a bath or shower, the shareholder shall install all necessary and/or appropriate waterproof membranes in the bathroom area of the unit being renovated.

Consulting

The Board may require any application to be forwarded to an architect and/or structural engineer nominated by the Board for their advice, in which event their fees and an administration fee of \$200, shall be paid by the shareholder.

Approval

The Board may either grant or decline approval to any alterations in whole or in part, taking into account the advice of the architect or structural engineer where sought.

The Board will give the shareholder written notice of its decision, provided that any decision of the Board to approve any *structural alteration* to a unit is subject to the consent of an Extraordinary General Meeting of shareholders before any structural alteration is made. All the costs of convening and holding such meeting must be paid by the shareholder.

Completion

All approved work must be completed within six months of its commencement, in default of which a further application must be made to the Board for an extension of the approval.

Cleaning

In respect of any renovation work, the common areas of the building must be left in a clean state at the end of each day's work.

Notice

In respect of any renovation work, notice must be placed on the foyer notice board giving residents at least 48 hours prior notice of any work likely to cause excessive noise or undue disturbance.

Water disconnection

Any renovation work that requires the disconnection of water to any part of the building, other than the unit being renovated, is permitted only on Monday to Friday between 9am and 12 noon with at least 48 hours prior notice to residents to be posted on the foyer notice board.

Rubbish, Common Areas, Drains

A shareholder carrying out any renovation work must ensure that the builder or tradespersons carrying out such work remove all rubbish from the building, that no materials or equipment are stored in common areas, that no common area passageway is restricted, and that no building materials or refuse is placed in the drains.

Standards

A shareholder carrying out renovation work must ensure that all such work is carried out in accordance with all relevant Australian Standards and the Building Code of Australia by a duly licensed builder and tradespersons who have effective insurance cover for Public Liability and, if applicable, Workers Compensation.

Hours of work

The hours of any renovation work to units must be restricted to 7.30am to 5.00pm Monday to Friday, and 7.30am to 1.30pm on Saturday. It is not permitted for work to be carried out on Sundays or public holidays, except for quiet work such as painting. Particularly noisy work such as hammering, drilling, or tile removal with power tools may not be undertaken on Saturdays, and any shareholder carrying out renovation work shall take all reasonable precautions to limit any noisy work that might cause excessive discomfort, disturbance, or interference with the quiet enjoyment of any resident in the building.

Inspections

Shareholders shall permit the Board, its agents or consultants to inspect the approved 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. Upon adequate notice being given a shareholder will permit the Board, its agents or consultant to inspect all approved alterations during their construction.

Property protection

The shareholder must ensure that all areas within the building, including the lift and hall carpets which might be damaged by any renovations, are appropriately covered and protected while such renovations are being carried out. Any covering or protection shall be removed at the end of each working day.

Notice of works

The shareholder must notify residents on the foyer notice board of the expected commencement and completion dates of all approved alteration work.

Bond

Before commencing any approved alterations, the shareholder shall lodge with the Managing Agent a cash bond of \$500 or 5% of the estimated cost of the approved alterations, whichever is the greater, as security for any breach of or non-compliance with the terms of the approval and against any loss or damage incurred or suffered by the Company or any other shareholder or resident, as a result of relating to or in consequence of carrying out the approved alterations.

Subject to the shareholder's compliance with all of the terms of approval, the bond shall be refunded to the shareholder (in total or in part as the case may be) as soon as practicable after the shareholder has completed the approved alterations in accordance with the terms of approval.

Indemnity

At all times the shareholder must indemnify and keep indemnified the Company, and all other shareholders and residents, against any loss or damage the Company, or any such shareholder or resident, suffers or incurs as a result of, arising from or relating to the carrying out, construction, or installation of the approved alterations, including the payment of any costs or expenses incurred by the Company, any such shareholder or resident.

Public Liability Insurance

The shareholder must ensure that any party carrying out, constructing, or erecting the approved alterations takes out and maintains public liability insurance in an amount of at least \$10,000,000 together, where applicable, with insurance required under the Home

Building Act 1989, and workers compensation insurance, and provides certificates of currency evidencing such insurances upon request by the Board or the Managing Agent.

Company's rights

The shareholder acknowledges the Company's right and entitlement to:

- i. carry out all work necessary to perform any obligation of the shareholder which the shareholder has failed to perform, observe, or comply with;
- ii. enter upon any part of the shareholder's unit to carry out any such work referred to in (i) of this paragraph;
- iii. apply the bond or any part of it;
- iv. repair and restore the common areas of the building, or any other unit of any other shareholder damaged by the carrying out, construction, or installation of the approved alterations to substantially the same condition and state of repair which existed before the approved alterations were commenced or carried out, and/or towards payment of any costs or expenses incurred by the Company in exercising its rights under, or in relation to this house rule, and
- v. recover the costs and expenses of carrying out, constructing, or installing the work referred to in subparagraphs (i), (ii) and (iii) this paragraph from the relevant shareholder as a debt (and with the right to include that debt in any levy notice) and such costs and expenses shall be payable by the relevant shareholder on demand in writing, and if not paid within one month from the date on which any such written demand is made, shall bear, until paid, simple interest at an annual rate of 10%, and any such interest shall be included to form part of that debt due and payable by the relevant shareholder.