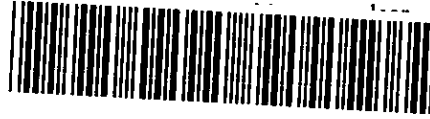


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 Makinson & d'Apice Lawyers

**CHANGE OF BY**  
 New South Wales  
 Strata Schemes Management  
 Real Property Act 1



**AE493722C**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) FOLIO OF THE REGISTER

For the common property. CP/SP7596
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(B) LODGED BY

Document Collection Box  302G	Name, Address or DX, Telephone, and LLPN if any  <b>LLPN: 123824 M</b>  Reference (optional): RDA:IAM:81334; MAKINSON: SP7596	BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411	CODE  <b>CB</b>
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(C) The Owners-Strata Plan No. 7596 certify that pursuant to a resolution passed on 20 November 2008 and in accordance with the provisions of -

(D) section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows -

(E) Repealed by-law No N/A  
 Added by-law No Special By-Law 2  
 Amended by-law No N/A  
 as fully set out below.

See Annexure "A"



(F) The common seal of Owners-Strata Plan No 7596 was affixed on 9 / 12 / 2008 in the presence of -

Signature(s):

Name(s) LANI ZAUBER OF STRATA TITLE MANAGEMENT  
 being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that THE OWNERS-STRATA PLAN 7596 has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: LANI ZAUBER OF STRATA TITLE MANAGEMENT

Position of authorised officer: STRATA MANAGING AGENT FOR SP 7596

## Annexure "A" to Change of By-Laws

### SPECIAL BY-LAW NO. 2: EXCLUSIVE USE AND ENJOYMENT OF WINDOWS

#### 2.1 Definitions:

**"Building"** means the building of the Strata Scheme located at 50 Upper Pitt Street, Kirribilli.

**"Lot"** means each and every lot in the Strata Scheme.

**"Owner"** means the respective owner of a Lot in the Strata Scheme.

**"Owners Corporation"** means The Owners-Strata Plan No. 7596.

**"Strata Scheme"** means the strata scheme relating to Strata Plan 7596.

**"Windows"** means all windows touching and concerning each respective Lot including the associated glazing, fittings, bearings, brackets, frames, specifications, finishes and all parts incidental thereto.

#### 2.2 The Owner of a respective Lot shall:

- (a) have the exclusive use of those parts of common property in the Windows touching and concerning their respective Lot;
- (b) properly maintain and keep the Windows in a state of good and serviceable repair and shall not allow the condition of the Windows to deteriorate to a point where their functionality is impaired or the appearance of the Windows are no longer in keeping with the appearance of the Building;
- (c) be responsible for the replacement or renewal of the Windows;
- (d) obtain from the Owners Corporation (or its executive committee) the written approval for the design, construction, specifications and finishes proposed to be used by an Owner in maintaining, replacing or renewing the Windows to their respective Lot;
- (e) comply with any direction of the Owners Corporation (or its executive committee), relating to the design, construction, specifications and finishes of the Windows when carrying out maintenance, replacement or renewal of the Windows;
- (f) comply with by-law 5 of Schedule 1 of the Act and by-law 30 (which apply to the Strata Scheme) when maintaining, replacing or renewing the Windows to their respective Lots; and



- (g) be responsible for any damage occasioned to common property by the Owner's failure to repair and maintain the Windows or as a result of their replacement or renewal of the Windows.

- 2.3 The Owner shall indemnify and keep indemnified the Owners Corporation in respect of the Windows touching and concerning their respective Lot and the common property (where so affected) against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred, brought or made against the Owners Corporation and arising directly or indirectly out of the use, maintenance, repair or replacement of the Windows by the respective Owner.
- 2.4 Except as otherwise provided in this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance of, and in keeping in a state of good and serviceable repair, the remainder of the common property comprised in an Owner's respective Lot.
- 2.5 The costs to maintain, replace or renew the Windows shall be borne by the respective Owner of the Lot.
- 2.6 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (a) request, in writing, that the Owner comply with the terms of it;
  - (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work required to be conducted pursuant to this by-law; and
  - (c) recover the costs of carrying out that work from the Owner. Such costs if not paid at the end of one month after becoming due and payable bear, until paid simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

