

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 201
Real Property Act 1900



AP631969A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by 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) TORRENS TITLE	For the common property	
	CP/SP 7596	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	1W	Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 7596
		CODE CH

- (C) The Owners-Strata Plan No. 7596 certify that pursuant to a resolution passed on 27/6/2019 and
- (D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. N/A
Added by-law No. Special By-Law 7 & 8
Amended by-law No. N/A
as fully set out below:
Please refer to attached Consolidated By-Laws.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .
- (G) The seal of The Owners-Strata Plan No. 7596 was affixed on 22/10/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

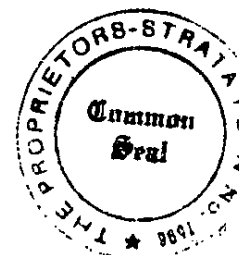
Name: Colleen Monaro

Authority: Strata Manager

Signature:

Name:

Authority:





BY-LAW CONSOLIDATION

The Owners - Strata Plan 7596

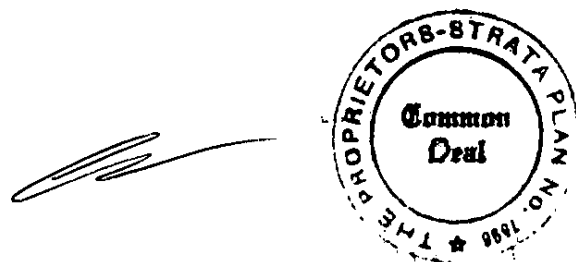




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1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicle parking on Common Properties

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders,



- (b) any screen or other device to prevent entry of animals or insects on the lot,
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not breach any of these by-laws or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material.



10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot, or an agent or contractor engaged by the owner or occupier must not transport any furniture, building materials, tools, equipment or other large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) The Owners Corporation through its Strata Committee, may resolve that any items referred to in Clause (1) are to be transported through or in the common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified such manner as in Clause (2), an owner or occupier of a lot must not transport such items through or on common property except in accordance with that resolution.



14 Floor coverings

- (1)** An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to adversely impact the peaceful enjoyment of the owner or occupier of another lot.
- (2)** An Owner must not install any hard flooring without the written permission of the Owners Corporation.
- (3)** The Owners Corporation, through its Strata Committee, may set criteria for sound transmission with which any proposed hard flooring must comply before any permission is given.

15 Garbage disposal

- (1)** An owner or occupier of a lot must:
 - (a)** not deposit or leave on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
 - (b)** not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy)
 - (c)** comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property,
 - (d)** comply with the local council's guidelines for the storage, handling, collection and disposal of waste,
 - (e)** not place any thing in the receptacle provided for the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f)** promptly remove any thing which the owner, occupier or garbage collector may have spilled from any receptacle provided by the Owners Corporation for that owner's or occupier's use and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2)** The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions concerning the handling of waste that are consistent with the local council's requirements or by giving notices in writing to owners or occupiers of lots.



16 Keeping of animals

- (1)** An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the Owners Corporation.
- (2)** The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3)** If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a)** keep the animal within the lot, and
 - (b)** supervise the animal when it is on the common property, and
 - (c)** take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4)** Should the animal cause a nuisance or hazard to the owner or occupier of another lot or unreasonably interfere with the use or enjoyment of another lot or of the common property, the Owners Corporation may seek orders to require the owner or occupier to:
 - (a)** cause the animal to be removed from the parcel within a specified time, and be kept away from the parcel, or
 - (b)** within a time specified in the order, take such action as will terminate the nuisance or hazard or unreasonable interference.

17 Appearance of lot

- (1)** The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2)** This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Notice board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.



19 Change in use of lot to be notified

- (1)** An Owner or Occupier of a lot must notify the Owners Corporation if the owner or occupier proposes to change the existing use of the lot.
- (2)** Without limiting clause (1), the following changes of use must be notified:
 - (a)** a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b)** a change to the use of a lot for short-term or holiday letting.
- (3)** The notice must be given in writing at least 21 days before the change is proposed to occur or a lease or sublease to commence.
- (4)** The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

20 Smoke Penetration

- (1)** An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2)** An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

21 Preservation of Fire Safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the property or to reduce the level of fire safety in the lots or common property.

22 Approval of Renovations

- (1)** The Owners Corporation delegates to its Strata Committee, In accordance with Section 110(6)(b) of the Strata Schemes Management Act 2015, its authority to approve renovations.
- (2)** An Owner of a lot proposing to carry out renovation works to the lot shall submit properly prepared plans documenting the full extent and form of all proposed works to the Owners Corporation.



- (3) An Owner shall not carry out any renovation works without the prior approval of the Owners Corporation, which approval shall not be unreasonably withheld or unreasonably delayed
- (4) The Owners Corporation shall not approve any works that it reasonably considers may adversely affect common property or may cause nuisance, and may require changes, additions and/or modifications to or deletions from the proposed works.
- (5) To assist owners in the planning and execution of renovation works, the Owners Corporation shall issue guidelines and may amend or vary these guidelines from time to time as it considers necessary.
- (6) In granting approval for renovations, the Owners Corporation may require the lodgement by the Owner of a security bond prior to work commencing, the amount of which bond shall be determined from time to time by the Strata Committee.

Special By-Law 2 (Exclusive Use and Enjoyment of Windows)

Notwithstanding this by-law, the Owners Corporation may contribute one third share of the cost incurred by an owner in relation to:

- (a) Replacement; and
- (b) Repair and maintenance of windows

AND THAT in the exercise of its discretion the Owners Corporation shall require an owner to provide to it a tax invoice in respect of such replacement, repair and/or maintenance.

(1) Definitions

- (a) "Building" means the building of the Strata Scheme located at 50 Upper Pitt Street, Kirribilli.
- (b) "Lot" means each and every lot in the Strata Scheme.
- (c) "Owner" means the respective owner of a Lot in the Strata Scheme. "Owners Corporation" means The Owners-Strata Plan No. 7596.
- (d) "Strata Scheme" means the strata scheme relating to Strata Plan 7596.
- (e) "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) 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 (which applies to the Strata Scheme) when maintaining, replace 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.
- (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.
- (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.
- (5) The costs to maintain, replace or renew the Windows shall be borne by the respective Owner of the Lot.
- (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.

Special By-Law 5 (Short Term Rentals)

The Owner of a Lot ("the Lot") who proposed to rent the Lot shall not permit the Lot to be offered for rental in any way or for any period that might breach the Permitted Use provisions of the zoning under which the Lot falls, or any regulations of North Sydney Council with respect to the prohibition of short-term, holiday or "executive" rentals.

In this regard, a short term rental shall be deemed to be any rental for a single period of less than three (3) consecutive calendar months.

Special By-Law 6 (Building Works and Exclusive Use)

(1) Grant of Rights

(a) *Works*

Subject to the Conditions the Owner may keep the Works.

(b) *Exclusive use*

Subject to the Conditions, the Owner has exclusive use of the Exclusive Use Area.

(c) *Functions of the Owners Corporation*

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

(2) Conditions

(a) *Ongoing maintenance and use*

The Owner, at their own cost:



- (i) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (ii) must renew and replace any fixtures or fittings comprised in the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same; and
- (iii) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law and any applicable law or Approval.

(b) *Building Works*

If the Owner is required or permitted to do Building Works under this By-Law, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

(c) *Indemnity*

The Owner 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 Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Owners Corporation or of its agents, employees or contractors.

(d) *Default*

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

(e) *Time*

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

(f) *Ownership of Works*

To the extent that Building Works:



- (i) occupy cubic space forming part of the Lot, they remain the property of the Owner; and
- (ii) occupy cubic space forming part of the Common Property, they form part of the Common Property.

(3) Building Works Conditions

(a) *General conditions applying to Building Works*

Building Works must:

- (i) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;
- (ii) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (iii) comply with the National Construction Code and the Building Code of Australia and not cause the Property or any part of it to breach either of those codes;
- (iv) be fit for their purpose;
- (v) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (vi) be carried out with due diligence and expedition and within a reasonable time;
- (vii) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (viii) not cause damage the Property or any part of the Property otherwise than authorised under this By-Law;
- (ix) not adversely affect the structure or support of the Property; and
- (x) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

(b) *Cleanliness, protection and rectification*

The Owner must:

- (i) ensure the Property is adequately protected from damage that may be caused by Building Works;



- (ii) ensure any part of the Property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (iii) if Building Works cause damage to the Property, rectify that damage, including doing any necessary Building Works.

(c) Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (i) any insurance required by law in connection with Building Works; and
- (ii) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the Owners Corporation as a beneficiary.

(4) Definitions and Interpretation

(a) Interpretation

In this By-Law, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) all references to dollars, \$, cost, value and price are to Australian currency;
- (iii) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (iv) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (v) any reference to legislation includes any amending or replacing legislation;
- (vi) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (vii) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning; and
- (viii) a reference to or the incorporation of, a plan, drawing, sketch or diagram is taken to be a reference to, or the incorporation of, the original of that document at its original scale.



(b) Conflict

- (i)** To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (ii)** To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

(c) Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions in this By-Law. To the extent that any provision in the Scope of Works is inconsistent with any other provision of this By-Law, the provision in the Scope of Works prevails to the extent of that inconsistency.

(d) Definitions

In this By-Law, unless the context otherwise requires:

- (i)** Approval means, in connection with the Work or the Property:
 - 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;
- (ii)** Authority means, in connection with the Work or the Property:
 - 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 principal certifying authority 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;
 - (iii)** Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;
 - (iv)** Building Works means building works and related products and services that the Owner is required or permitted to put effect to under this By-Law, and includes a reference to:
 - I** ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
 - II** as the context may require, a reference to the result of those building works and related products and services being done and supplied.
 - (v)** Building Works Conditions means the provisions of clause 3;
 - (vi)** Common Property means the common property in the Strata Scheme;
 - (vii)** Conditions means the provisions of clause 2;
 - (viii)** Exclusive Use Area means:
 - I** those parts of the Common Property which are occupied by the Works; and
 - II** any part of the Common Property that is, as a result of the Works altering the effective physical boundaries of the premises the subject of the Lot:
 - only accessible from within that premises; or
 - enclosed within the effective physical boundaries of that premises;
- and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;



- (ix)** Lot means each lot in the Strata Scheme to which Lot Works relate, but severally and only in relation to those Lot Works;
- (x)** Lot Works means Works which relate to a particular lot in the Strata Scheme as set out in the Scope of Works, in relation to each such lot severally;
- (xi)** National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;
- (xii)** Owner means the owner of each Lot from time to time, but severally and only in relation to that Lot;
- (xiii)** Owners Corporation means the Owners Corporation created on registration of the Strata Plan;
- (xiv)** Property means the land and buildings the subject of the Strata Plan;
- (e)** Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;
- (f)** Scope of Works means the Scope of Works annexed to this By-Law; Strata Scheme means the strata scheme relating to the Strata Plan; Strata Plan means strata plan number 7596;
- (g)** Works means Building Works having been done at the time of the making of this by-law as set out in the Scope of Works.



SCOPE OF WORKS

This annexure sets out the Scope of Works as defined in this By-Law.

Works

Lot 30 Works

Works relating to the installation of a partition and swinging door in the level 14 lift lobby.

Lot 32 Works

Works relating to the installation of an air-conditioning system servicing the lot partly located on the roof of the building.

Lot Car Spaces

The enclosure or partial enclosure of a car space forming part of the lot, in respect of those lots having so enclosed their car spaces at the time of the making of this by-law.

Lot Balcony Doors

Alterations of the balcony doors and associated works (such as works to floors, walls and ceilings) servicing a lot, being works done at the time of the making of this by-law, severally in respect of each lot in respect of which such works had been done at the time of the making of this by-law.

Window alterations

Alterations of the windows servicing a lot and associated works, being works done at the time of the making of this by-law, severally in respect of each lot in respect of which such works had been done at the time of the making of this by-law.



Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance Door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement



	<ul style="list-style-type: none"> (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking/ Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling



	(c) main stopcock to unit (d) storm water and on-site detention systems below ground
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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/ Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance Door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher



	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking/ Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware

NOTE: All references to Windows have been removed from the proposed Common Property Memorandum as Windows are covered in Special By-law 2 (Exclusive Use and Enjoyment of Windows).



Special By-Law 7 – Exclusive Use & Enjoyment of Balcony Doors & Hobs

"Building" is defined as the building of the Strata Scheme located at 50 Upper Pitt Street Kirribilli, NSW. "Lot" is defined as each and every lot in the Strata Scheme.

"Owner" is defined as the respective owner of a lot in the Strata Scheme

"Owners Corporation" is defined as The Owners - Strata Plan 7596.

"Strata Scheme" is defined as the strata scheme relating to Strata Plan 7596.

"Balcony doors" is defined as all balcony doors touching and concerning each respective lot including the associated glazing, bearings, brackets, frame, sub sill, specifications, finishes and all parts incidental thereto; and

"Hobs" is defined as all the structures supporting or standing beneath the balcony door and resting on the common property floor slab, waterproofing membranes, specifications, finishes and all parts incidental thereto.

(1) The Owner of a respective Lot shall:

- (a)** have the exclusive use of those parts of common property in the Balcony doors and Hobs touching and concerning their respective lot;
- (b)** properly maintain and keep the Balcony doors and Hobs in a state of good and serviceable repair and shall not allow the condition of the Balcony doors and Hobs to deteriorate to a point where their functionality is impaired or the appearance of the Balcony doors and Hobs are no longer in keeping with the appearance of the Building;
- (c)** be responsible for the replacement and renewal of the Balcony doors and Hobs;
- (d)** obtain from the Owners Corporation (or its strata committee) the written approval for the design, construction, specifications and finishes proposed to be used by an Owner in maintaining, replacing or renewing the Balcony doors and Hobs in their respective Lot;
- (e)** comply with all other applicable by-laws of the Strata Scheme when maintaining, replacing or renewing the Balcony doors and Hobs in their respective Lots; and
- (f)** be responsible for any damage occasioned to common property by the Owner's failure to repair and maintain the Balcony doors and Hobs or as a result of their replacement or renewal of the Balcony doors and Hobs;

(2) The Owner shall indemnify and keep indemnified the Owners Corporation in respect of the Balcony doors and Hobs 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 Balcony doors and Hobs by the respective Owner.



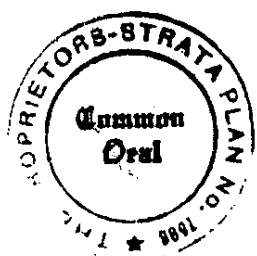
- (3) Except as otherwise provided in this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance of, and in keeping in a state of good and serviceable repair, the remainder of the common property comprised in an Owner's respective Lot.
- (4) The costs to maintain, replace or renew the Balcony doors and Hobs shall be borne by the respective Owner of the Lot.
- (5) 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 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, will bear until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt from the Owner, any costs not paid at the end of one month after it becomes due and payable, together with all interest payable and all recovery expenses incurred by the Owners Corporation.

Special By-Law 8 – Protection of Common Property Floor Slab

"Special Works" is defined as works of a special kind that are designed to preserve the structural integrity of the common property floor slab in a lot and are designed, recorded and designated as such by the Strata Committee. Special Works may include the installation of structural strengthening measures such as carbon fibre reinforcement, corrosion protection measures such as galvanic protection systems and other certified engineering systems.

"Designated Lot" is defined as a lot in which Special Works have been carried out and for which special conditions will apply. The Owners Corporation shall notify in writing the owner of a lot that has been so designated. The Owners Corporation shall specify the special conditions that the owner of the lot must comply with beyond the requirements of the Strata Scheme Management Act 2015.

- (1) The owner of a Designated Lot must ensure that no work whatsoever is carried out that touches the common property floor slab unless it is with the prior written approval of the Owners Corporation and under the direct supervision of an authorised representative of the Owners Corporation.
- (2) The owner of a Designated Lot shall not permit any drilling, cutting, digging, excavation or penetration of the common property floor slab.
- (3) The owner of a Designated Lot shall obtain the prior written approval of the Owners Corporation before installing floor coverings and, to the extent that is reasonably possible, not permit the fixing of such floor covering by mechanical, adhesive or other means that would impede access to the common property floor slab by the Owners Corporation.





- (4) The owner of a Designated Lot shall indemnify and keep indemnified the Owners Corporation in respect of the common property floor slab 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 actions by or on behalf of the owner affecting the common property floor slab.
- (5) If the owner of a Designated Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (i) request in writing that the owner comply with the terms of it;
 - (ii) without prejudice to any other rights, be able to enter upon the Designated Lot to carry out necessary work pursuant to this by-law that is hereby deemed by the Owners Corporation as an emergency in accordance with section 122(3) of Strata Schemes Management Act 2015; and
 - (iii) recover the costs of carrying out that work from the owner of the Designated Lot. Such costs if not paid at the end of one month after becoming due and payable, will bear until paid, simple interest at the annual rate of 10%. The Owners Corporation may recover as a debt from the owner, any costs not paid at the end of one month after it becomes due and payable, together with all interest payable and all recovery expenses incurred by the Owners Corporation.

