

**MONT CLAIR HOME UNITS PTY. LIMITED**  
**347 LIVERPOOL STREET, DARLINGHURST**

ABN 54 000 286 715

[www.montclair.com.au](http://www.montclair.com.au)

## **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 residents at any time in any studio or one bedroom units is two persons, and the maximum number of residents at any time in any two bedroom unit is 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 the visitor is to sign the house rule agreement.

**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.

Neither the corridors nor the entry foyer of the building shall be used by residents or their guests for any activities other than movement within the building or entry to or exit from the building and the units within the building or the movement of deliveries in or out of the building.

In particular, 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. If Residents are being disturbed by noise after this period of time they should call the council or police (whichever is appropriate). The company's managing agent should also be emailed to be made aware.

**11. SMOKING**

Smoking or vaping 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:

- To book the table and chairs on the terrace please write on the calendar on the notice board in the foyer. Write in the date you wish to book the unit number, time of booking (start & finish time) & which table(s) will be used (East or West table).
- 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 onto the street or the courtyards of the building.
- Noise must be kept within reasonable limits. No noise after 11pm.
- 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 at least 7 days before the event. The managing agent will also email all residents to advise of the special event details. 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 ten (10) 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 a minimum of seven (7) days prior and the managing agent sending an email out about the event to all residents a minimum of five (5) days before the event ;
  - 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.
  - If a request is made for more than 20 visitors a deposit of \$3500 is to be paid to the managing agent and will be refunded once the terrace and all common areas have been inspected by a building director after the event.

### **13. LAUNDRY**

Laundry can be used between the hours of 7am - 9pm. The Washers and Dryers turn on & off automatically outside these hours. Communal washing tubs can not be used outside these times, this includes handwashing of any kind.

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.

Residents shall remove their washing promptly from the laundry area clothes lines after it has dried to allow other residents to make use of those clothes lines for their washing.

Residents shall not leave any items brought by them to the laundry area on tables or chairs or in baskets within the laundry area other than for short periods prior to or after washing.

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.

For safety reasons no visitors are allowed on the laundry terrace.

### **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 9pm and not before 7am so that other residents in that area of the building are not disturbed.

If garbage can not fit into the bins a resident or shareholder is not to leave items in the bin room but is to make alternative arrangements. If items are left the cost of removal will be charged back to the shareholder or resident in line with house rule 27.

## 15. PETS

Only dogs, cats, birds & fish may be kept in Mont Clair.

A shareholder or resident must not keep any animal in their unit, except fish, unless permission has been granted in from the board in writing.

This rule applies to a shareholder, including their occupant or tenant ("resident"), in relation to the keeping of pets in Mont Clair.

### In this rule:

**"Breach Notice"** means a written notice from the board to a shareholder or resident providing details of a breach of this rule;

**"Pet Agreement"** means part of the document attached to this rule and headed "Pet Agreement", as modified by the board from time to time;

**"Pet Application"** means part of the document attached to this rule and headed "Animal Application Form", as modified by the board from time to time;

**"Pet Eviction Notice"** means a written notice from the board to a shareholder or resident requiring the removal of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from Mont Clair;

If a shareholder or resident wants to keep a dog, cat or bird they must make a Pet Application.

### The Pet Application must:

- be in writing; (please see [www.montclair.com.au](http://www.montclair.com.au) for a copy of the Pet Application form);
- include all requisite attachments;
- be sent to the buildings managing agent;
- be accompanied by a non-refundable application fee, which is \$50.00;
- The board may request additional information to supplement the information contained in the Pet Application.

In relation to the Pet Application, the board may, acting reasonably, do any of the following:

- approve the Pet Application with or without conditions;
- withhold approval to the Pet Application;
- refuse the Pet Application.

If the board approves the Pet Application, the shareholder or resident who made the Pet Application will be given a Pet Agreement to sign and return to the building's managing agent.

### **Conditions for keeping Permitted Animals**

A shareholder or resident who keeps a Permitted Animal in the building must:

- a. keep the animal within their unit;
- b. must be on a leash when the animal is on company property not forming part of a home unit ("common property");
- c. in relation to a dog, promptly pick up and place into a strong, tied and sealed plastic bag (biodegradable preferred) any excrement of the animal, and dispose of the bag in a rubbish bin and not in a toilet;
- d. in relation to a cat, each day place soiled litter into a strong, tied and sealed plastic bag (biodegradable preferred), and dispose of the bag in a rubbish bin and not in a toilet;
- e. take such action as may be necessary to clean or repair any part of the company property that is soiled by the animal;
- f. ensure the animal does not cause a nuisance or hazard or pose a danger to any shareholder, resident or any person lawfully on common property, or unreasonably interfere with the use and enjoyment of another unit or the common property, and, specifically, must ensure that:
- g. the animal does not bark (in the case of a dog) or meow (in the case of a cat) continuously for a period of ten (10) minutes or more, or intermittently for a period of two hours or more at any time;
- h. the animal does not engage in threatening, aggressive or dangerous behaviour to any person in the company, and (in the case of a cat or dog), ensure the animal is not left unattended for a period of eight hours or more;
- i. ensure the animal is de-sexed (in relation to a dog) or spayed and neutered (in relation to a cat);
- j. comply with all laws applicable to the animal;
- k. not replace the animal if the dog or cat dies;
- l. pay a bond to the owners corporation in the amount of \$300 (or such other amount as the board may determine, acting reasonably);
- m. comply with each condition in the Pet Agreement.

### **General restrictions**

A shareholder or resident must:

- a. not keep more than one cat, one dog, or more than two birds, in a unit;
- b. not keep, breed or use any animal in Mont Clair for any commercial purpose;
- c. not feed, or allow to be fed, any animal, including a bird, on or from the windows or the common property;
- d. ensure that any bird is kept in a cage in a unit;
- e. not allow a guest or invitee to bring any animal to the building unless permission is granted from the board.

### **Breach of this by-law**

In accordance with House Rule 27:

The board may issue a shareholder or resident with a Breach Notice if they breach any part of this house rule.

If the board issues a shareholder or resident with three or more Breach Notices within a period of six consecutive months, the board may then issue a Pet Eviction Notice.

A shareholder or resident must comply with a Pet Eviction Notice.

Indemnity

A shareholder or resident indemnifies the company against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any unit, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any matter arising from an animal kept by a shareholder or resident.

Costs

In accordance with house rule 27 a shareholder or resident who breaches any part of this house rule must pay all reasonable costs, expenses and fees incurred by the company in enforcing the terms of this house rule or rectifying any breach. Such costs may, but are not

limited to:

- a. cleaning fees;
- b. managing agent's fees;
- c. legal costs;
- d. the costs of any third party the company engages to assist it in the management of this house rule.

## **16. AUCTIONS AND GARAGE SALES**

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

**17. RESPONSIBILITY FOR MAINTENANCE, REPAIRS AND REPLACEMENT**

Refer to schedule attached named "Company responsibility for maintenance, repairs and replacement"

In addition, Shareholders are responsible for the interior maintenance and decoration of their units:

i) 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.

ii) Residents shall at all times ensure that all furnishings and any other items within their units are so positioned as to allow sufficient access to any fire safety electrical or plumbing installation located within their units.

iii) 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, or to ensure that all furnishings or other items within that unit are so positioned as to allow sufficient access to any such fire safety electrical or plumbing installations. 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.

iv) 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 or impact the Company insurance premium or alike and all shareholders and residents must ensure they comply with relevant Australian standards for fire insurance on the building or insurance and risk purposes as required by law.

v) 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 of in whole or in part of any walls; or - the relocation of fire safety, plumbing, drainage or sewerage outlets; or - the construction or installation of a kitchen or bathroom or part thereof.

The application must be made in accordance with the *Mont Clair Shareholder Information – Unit Renovations/Alterations* document and *Working Conditions for Alterations to Company Property* document. It must also include a completed *Renovations Approval Form*. A *Form of*

*Indemnity* must also be submitted for all approved renovations prior to work commencing. All of these forms are available from the Company's Managing Agent or on the website [www.montclair.com.au](http://www.montclair.com.au).

All applications 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 7.30am to 5.30pm 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. 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 (unless approved in writing by the Directors).

Shareholders must notify residents on the foyer notice board of the expected commencement and completion dates of all work as well as ask the building's managing agent to send out an email to notify all residents. The email and foyer notice must be added/emailed at least 7 days before work commences.

Before the commencement of any work a shareholder must agree 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.

The Shareholder must supply to the company's managing agent full insurance from the company or builder carrying out the work, including:

- Construction Works Insurance for the planned works – obtained by your contactor;
- Home Building Compensation Fund Insurance for projects costing more than \$20,000;
- Public Liability Insurance ;
- Workers Compensation and Employer's Liability Insurance as required by NSW law;

A deposit of \$3500 must be paid to the company's managing agent before the work commences. When the work has been completed and common areas have been inspected by a Director and if no damage or dirt/dust left behind the deposit will be returned.

**19. INSURANCE CLAIMS ON COMPANY INSURANCE POLICY.**

Full particulars of any claim on the company's policy of insurance must be notified to the Company's managing agent within seven (7) days of the occurrence of the event giving rise to the claim. It is compulsory that shareholders take out their own insurance to cover any damage sustained to the contents of units not covered by the Company's policy. Please see house rule 26.

**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.

## **24. STORAGE/BIN ROOM**

The ground floor storage & garbage room shall be used only for the storage of items used for the repair or maintenance of the building and the plants located within the building or adjacent thereto.

If permission has not been given in writing by the board all other items placed in the storage/bin room shall be removed by the resident who has stored them there within 7 days of notice requiring such removal being given to such resident in default of which the Board shall have the right to remove such items and dispose of them without being in any way liable to that resident for such removal and/or disposal. The cost of having these items removed will be charged back to the resident or shareholder inline with house rule 27

**25. STORAGE OF PUSH BIKES**

Push bikes must be stored on the bike racks provided in the storage or garbage rooms and must be in good working order. If a bike is not stored in good working order the company's managing agent will ask for the bike to be removed (good working order includes the bike having handles, wheels, pedals, seat etc). Before a Resident can use a bike rack they must check with the company's managing agent if the bike rack is available. All bikes being stored must be registered with the company's managing agent. The managing agent will record the rack number and the unit associated. There is to be only 1 bike stored per unit.

**26. INSURANCE COVER FOR SHAREHOLDERS**

1. This House Rule applies to every shareholder that:
  - (a) is an owner-occupier; or
  - (b) an investor, irrespective of any insurance cover that may be maintained by a tenant at the property.
2. A shareholder must, at all times, maintain a policy of insurance with a reputable insurer to cover any risk that does not include any company property. e.g covering accidental flooding to landlord's insurance or contents insurance.
3. A shareholder must provide a copy of the certificate of insurance required to be maintained in accordance with clause 2 to the secretary within 14 days of the shareholder obtaining the certificate and supply a copy of the insurance renewal within 14 days of the renewal.
4. If a shareholder breaches any part of this house rule, the board may issue a shareholder with a breach notice in accordance with House Rule 27. A shareholder must comply with the breachnotice.
5. A shareholder indemnifies the company against any legal liability, loss, claim or proceedings inrespect of any injury, loss or damage whatsoever to any part of company property or other property or person, as a result of a failure by the shareholder to comply with this house rule.
6. A shareholder who breaches any part of this House Rule must, in accordance with house rule 27, pay all reasonable costs, expenses and fees incurred by the company in enforcing the terms of this House Rule or rectifying any breach. Such costs may include, but are not limited to:
  - (a) the managin
  - (b) legal costs;and
  - (c) the costs of any third party the company engages to assist it in the management or enforcement of this House Rule.

**27. COSTS RECOVERY FOR BREACH OF RULES**

- (a) This rule applies to a shareholder (including their occupant or tenant) who continues to breach the House Rules after being informed by Mont Clair on at least three occasions in writing (including by a Director or a manager employed by Mont Clair) to rectify the

breach or cease breaching, and legal advice is obtained or action is undertaken by Mont Clair in relation to the breach.

- (b) If the circumstances in (a) apply, the shareholder is liable to Mont Clair for reasonable costs incurred in relation to the breach, including reasonable legal costs.
- (c) Mont Clair may recover any amount owing under this rule from the shareholder as a debt together with interest rate prescribed in Article 142(b), as amended from time to time, together with reasonable expenses of Mont Clair, incurred by the recovery of an amount owing under this rule.

## Common Areas

Company responsibility for maintenance, repair or replacement		
Area	Item	Responsibility
<b>Balcony &amp; Courtyards</b>	(a) columns and railings	Company
	(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)	Company
	(e) 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	Company
	(f) that part of a tree within the cubic space of a lot	Company
	(g) common wall fencing, shown as a thick line on the strata plan	Company
	(h) dividing fences on a boundary of the strata parcel that adjoin neighbouring land	
	(k) that part of a tree which exists within common property	Company
<b>Ceiling/Roof</b>	(a) guttering	Company
	(b) membranes	Company
<b>Electrical</b>	(c) fuses and fuse board in meter room	Company
	(d) intercom handset and wiring serving more than one lot	Company
	(e) electrical wiring serving more than one lot	Company
	(f) light fittings serving more than one lot	Company
	(g) power point sockets serving more than one lot	Company

	(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)	Company
	(i) telephone, television, internet and cable wiring within common property walls	Company
	(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	Company
	(k) lifts and lift operating systems	Company
<b>Entrance Door</b>	(a) original door lock or its subsequent replacement	Company
	(b) entrance door to a lot including all door furniture and automatic closer.	Company
	(c) security doors, other than those installed by an owner after registration of the strata plan	Company
<b>Floor</b>	(a) original floorboards or parquet flooring affixed to common property floors	Company
<b>General</b>	(a) common property walls	Company
	(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)	Company
	(c) any door in a common property wall (including all original door furniture)	Company
	(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)	Company
	(e) ducting cover or structure covering a service that serves more than one lot or the common property	Company
	(f) ducting for the purposes of carrying pipes servicing more than one lot	Company
	(g) exhaust fans outside the lot	Company

	(h) hot water service located outside of the boundary of any lot or where that service serves more than one lot	Company
	(i) letter boxes within common property	Company
	(l) intercom handsets serving one lot and associated wiring located within non-common walls	Company
	(m) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)	Company
	(n) ducting cover or structure covering a service that serves a single lot	Company
<b>Plumbing</b>	(a) floor drain or sewer in common property	Company
	(b) pipes within common property wall, floor or ceiling	Company
	(c) main stopcock to unit	Company
	(d) storm water and on-site detention systems below ground	Company
<b>Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal	Company
	(b) original lock or other lock if subsequently replacement by the owner's corporation	Company

## Inside Units

Company responsibility for maintenance, repair or replacement		
Area	Item	Responsibility
<b>Balcony &amp; Courtyards</b>	(a) original tiles and associated waterproofing, affixed at the time of registration of the strata plan	Shareholder
<b>Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan	Shareholder
	(b) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)	Shareholder
	(c) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)	Shareholder
<b>Electrical</b>	(b) fuses and fuse boards within the lot and serving only that lot	Shareholder
	(c) in-sink food waste disposal systems and water filtration systems	Shareholder
	(d) electrical wiring in non-common property walls within a lot and serving only that lot	Shareholder
	(e) light fittings, light switches and power point sockets within the lot serving only that lot	Shareholder
	(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot	Shareholder
	(g) telephone, television, internet and cable service and connection sockets	Shareholder
<b>Entrance Door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock)	Shareholder

	(b) keys, security cards and access passes	Shareholder
<b>Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan	Shareholder
	(b) lacquer and staining on surface of floorboards or parquet flooring	Shareholder
	(c) internal carpeting and floor coverings, unfixed floating floors	Shareholder
	(d) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan	Shareholder
<b>General</b>	(a) internal (non-common property) walls	Shareholder
	(b) paintwork inside the lot (including ceiling and entrance door)	Shareholder
	(c) built-in wardrobes, cupboards, shelving	Shareholder
	(d) dishwasher	Shareholder
	(e) stove	Shareholder
	(f) washing machine and clothes dryer	Shareholder
	(g) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan	Shareholder
	(h) internal doors (including door furniture)	Shareholder
	(i) skirting boards and architraves on non-common property walls	Shareholder
	(j) tiles and associated waterproofing affixed to non-common property walls	Shareholder
	(k) letterbox within a lot	Shareholder
<b>Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall	Shareholder
	(b) pipes and 'S' bend beneath sink, laundry tub or hand basin	Shareholder

	(c) sink, laundry tub and hand basin	Shareholder
	(d) toilet bowl and cistern	Shareholder
	(e) bath	Shareholder
	(f) shower screen	Shareholder
	(g) bathroom cabinet and mirror	Shareholder
	(h) taps and any associated hardware	Shareholder
<b>Windows</b>	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)	Shareholder
	(b) locks additional to the original (or any lock replaced by an owner)	Shareholder
	(c) window lock keys	Shareholder
	(d) insect-screens	Shareholder