

SP 18307

SEACREST

By Law Consolidation- September 2017

Strata Schemes Management Regulation 2016 (NSW)

Schedule 3 Model by-laws for residential strata schemes

1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. Changes to common property

- 1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- 2) 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.
- 3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3. Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (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 and portion of the common property.

4. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5. Keeping of animals- Option B as amended:-

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. This by-law precludes short term/holiday tenants/occupiers from keeping any animal on the lot or common property

(1) 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.

(2) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must: keep the animal within the lot, and supervise the animal when it is on common property, and take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(3) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- 1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must 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.
- 2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

- 1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- 2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration- Option A

- 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.

10. Preservation of fire safety

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

11. Storage of inflammable liquids and other substances and materials

- 1) An owner or occupier of a lot must not, except with the prior written approval 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.

12. Appearance of lot

- 1) The owner or occupier of a lot must not, without the prior written approval 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning of windows and doors

- 1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot other than over balcony railings. The washing may only be hung for reasonable period.
- 3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of waste – bins for individual lots (applicable where individual lots have bins)

- 1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- 2) An owner or occupier of a lot must 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).
- 3) An owner or occupier must:
 - (a) 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, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- 4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- 5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- 6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- 7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- 8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirement or giving notices in writing to owners or occupiers of lots.
- 9) In this by-law:
bin includes and receptacle for waste.
waste includes garbage and recyclable material.

16. Disposal of waste – shared bins (applicable where bins are shared by lots)

- 1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
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- 5) In this by-law:
bin includes and receptacle for waste.
waste includes garbage and recyclable material.

17. Change in use or occupation of lot to be notified

- 1) An owner of a lot must notify the owners corporation if the occupier changes 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 occurs or a lease or sub-lease commences.

18. Compliance with planning and other requirements

- 1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 2) 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.

By-Law (30)- Registered 21st July 1993

That the registered proprietor of Lot 16 in Strata Plan 18307 be allowed to install and maintain in the common property above such lot a skylight for the purpose of allowing additional light to such lot subject to the following conditions-

That all work necessary to construct the skylight to be carried out in a proper and workmanlike manner and such work to be inspected by a builder (at the expense of the registered proprietor of the said lot 16) nominated by the body corporate who shall certify same as being correctly installed.

That the said registered proprietor of lot 16 shall be the responsible for the proper maintenance of the skylight and all expenses of the Body Corporate in having same inspected by a builder from time to time.

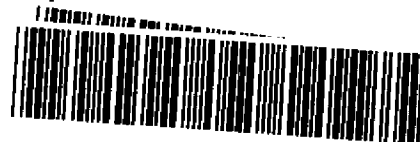
That the registered proprietor indemnifies the registered proprietors of other lots in the strata plan in respect of any damage which may be caused to any other lot or lots as a result if the installation of the skylight for any reason whatsoever.

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act :
Real Property Act 1900



AQ832349M

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/SP18307

(B) **LODGED BY**

Document Collection Box 1W	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Customer Account Number 135632E	CODE CH
	Contact Number +61 411 777 557 Reference BLA/3548	

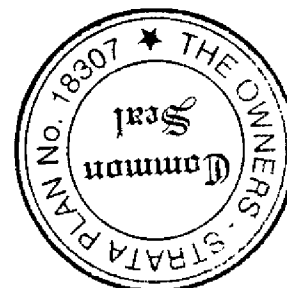
- (C) The Owner-Strata Plan No. 18307 certify that a special resolution was passed on 1/9/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. _____
 Added by-law No. Special By-law No.1, 2, 3 & 4
 Amended by-law No. _____
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 18307 which includes new Added Special By-law No.1, 2, 3 & 4 starting from Page 6 of 24 respectively.

- (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 1
- (G) The seal of The Owners-Strata Plan No. 18307 was affixed on 24/2/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : *Laura Black*
 Name : **LAURA BLACK**
 Authority : **STRATA MANAGING AGENT**

Signature : _____
 Name : _____
 Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 18307

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

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- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
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 - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation.

- (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.

4 Obstruction of common property

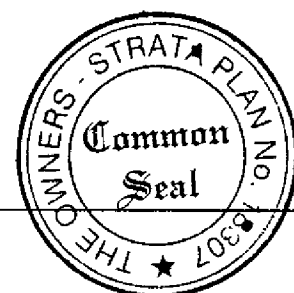
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The seal of The Owners-Strata Plan No 18307 was affixed on 24/12/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): *Laurel Black*

Name(s) [use block letters]: LAUREL BLACK

Authority: STRATA MANAGING AGENT



5 Keeping of animals- Option B as amended:-

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. This by-law precludes shot term/holiday tenants/occupiers from keeping an animal on the lot or common property.

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washing includes any clothing, towel, bedding or other article of a similar type.

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 - (a) 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, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners' corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

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- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
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bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners' corporation if the occupier changes 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 occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
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By-Law (30) - Registered 21st July 1993

That the registered proprietor of Lot 16 in Strata Plan 18307 be allowed to install and maintain in the common property above such lot a skylight for the purpose of allowing additional light to such lot subject to the following conditions:-

That all work necessary to construct the skylight be carried out in a proper and workmanlike manner and such work to be inspected by a builder (at the expense of the registered proprietor of the said lot 16) nominated by the body corporate who shall certify same as being correctly installed.

That the said registered proprietor of lot 16 shall be responsible for the proper maintenance of the skylight and all expenses of the Body Corporate in having same inspected by a builder from time to time.

That the registered proprietor indemnifies the registered proprietors of other lots in the strata plan in respect of any damage which may be caused to any other lot or lots as a result of the installation of the skylight for any reason whatsoever.

Special By-law No.1 – Minor Renovations

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Minor Renovations within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impacts on an Owner or occupier of a lot.

Request made to carry out Minor Renovations constitutes consent to conditions of by-law

- (2) The Owner upon making a request to carry out Minor Renovations on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Minor Renovations

- (3) Where any Minor Renovations covered under **clause (28)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Minor Renovations undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Minor Renovations.

Minor Renovations authorised under this by-law do not confer special privileges or rights to common property

- (4) The Minor Renovations covered under **clause (28)** of this by-law require the written consent of the Owners Corporation as specified under this by-law, and does not confer special privileges to keep the Minor Renovations on the common property, nor does it confer any rights to exclusive use of the common property.
- (5) The Owners Corporation may at any time request the removal of the items covered in **clause (28)** (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the items specified in **clause (28)** of this by-law.

Minor Renovations that require any local or statutory authority consent shall require a common property rights by-law

- (6) Where any Minor Renovations covered under **clause (28)** of this by-law require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Minor Renovations, the applicant must submit the relevant documentation to the Strata Committee for approval with the application.

Cosmetic Works do not require consent

- (7) The Owner may undertake Cosmetic Works without notification and approval of the Owners Corporation.

CONDITIONS

Before undertaking Minor Renovations

Approval of the Owners Corporation

- (8) The Owners Corporation under this by-law delegates its function to approve Minor Renovations to the strata committee pursuant to section 110 (6) (b) of the *Strata Schemes Management Act 2015*.

- (9) The Owner must obtain the prior written approval for the Minor Renovations from the strata committee of the Owners Corporation pursuant to this by-law.

Application to undertake Minor Renovations to be submitted

- (10) An Application must be submitted by the Owner in accordance with “**Annexure A**” to this by-law, or any other application form deemed appropriate by the Strata Committee, relating to any Minor Renovations undertaken, to the strata committee of the Owners Corporation, prior to obtaining written approval. The Application should include the following details:
- (a) further specifications of the Minor Renovations;
 - (b) plans and drawings (if relevant);
 - (c) details of the contractor performing the Minor Renovations;
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Minor Renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
 - (e) Copy of Home Owners Warranty Insurance for the works (if applicable)
 - (f) any other documents reasonably required by the Owners Corporation.
- (11) The Owners Corporation via the strata committee must within 21 days from receipt of the Application, with information provided as required in **clause (10)** above, approve or reject the application of the Owner and may include any additional terms and conditions in respect of the Minor Renovation.
- (12) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.

Carrying out the Minor Renovations

Hours of Works

- (13) The Owner must perform the Minor Renovations as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (14) The Owner performing the Minor Renovations must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (15) The Owner performing the Minor Renovations must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Minor Renovations are undertaken.

General Conditions

- (16) When performing the Minor Renovations, the Owner must:
- (a) ensure that the Minor Renovations are performed in accordance with the drawings and specifications approved by the Owners Corporation (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Minor Renovations in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Minor Renovations be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Minor Renovations.
- (f) must only perform the Minor Renovations when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Minor Renovations.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept clean during any Minor Renovations.
- (i) repair promptly any damage caused or contributed to by Minor Renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Minor Renovations

- (17) Immediately upon completion of the Minor Renovations, the Owner must restore all other parts of the common property affected by the Minor Renovations as nearly as possible to the state they were in immediately before the Minor Renovations.
- (18) The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Minor Renovations.
- (19) The strata committee may inspect the property at any stage during, and upon completion of the Works.

Owner's Enduring Obligations

Maintenance and Repair

- (20) The Owner must, at the Owner's expense properly maintain the Minor Renovations and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Minor Renovations.
- (21) If the Owner removes the Minor Renovations or any part of the Minor Renovations made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (22) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Minor Renovations;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Minor Renovations;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Minor Renovations; and
 - (d) liability under **section 122 (6)** of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Minor Renovations.
- (23) To the extent that **section 106 (3)** of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Minor Renovations performed under this by-law.

Repair of Damage

- (24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Minor Renovations no matter when such damage may become evident.

- (25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Minor Renovations, including failure to maintain, renew, replace or repair the Minor Renovations as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (26) The Owners Corporation reserves the right to replace or rectify the Minor Renovations or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, to the satisfaction of the Owners Corporation.

Defined Terms and Interpretation

- (27) "**Cosmetic Works**" means aesthetic works as defined in **section 109** of the *Strata Schemes Management Act 2015* and under any relevant by-law applicable to the scheme, which do not affect common property and do not require the consent of the Owners Corporation.

- (28) "**Minor Renovations**" means work items as defined in **section 110** of the *Strata Schemes Management Act 2015*, under **Regulation 28** of the *Strata Schemes Management Regulations 2016* and as specified below, performed by the Owner, at the Owner's expense and to remain the Owner's fixture:

- (i) Work for the following purposes is prescribed as minor renovations pursuant to **s110 (3)** of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls),
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to **Regulation 28** of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (b) installing a rainwater tank,
 - (c) installing a clothesline,
 - (d) installing a reverse cycle split system air conditioner,
 - (e) installing double or triple glazed windows,
 - (f) installing a heat pump,
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to **section 110 (6) (a)** of the *Strata Schemes Management Act 2015*:
 - (a) Installing any other type of air-conditioner/system within the lot
 - (b) Installing false ceilings in the lot
 - (c) Installing security systems / alarms within the lot
 - (d) Installing fixtures to internal surfaces of common property walls

- (e) Installing or replacing to double glazed windows on the lot
- (f) Installing Foxtel or PayTV connection on the lot
- (g) Installing new plumbing, gas and electrical equipment and services (without undertaken structural changes, including penetrating into the slab and/or installing pipework outside of the lot)

(29) "Owner" means any owner or owners of a lot from time to time on the strata plan.

(30) In this by-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this by-law;
- (b) words importing the singular include the plural and visa versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

(31) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Annexure A

APPLICATION FOR OWNER'S MINOR RENOVATIONS

To the Secretary & Strata Managing Agent

I/We _____ the Owner(s) of Lot _____ hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Owners Minor Renovations on my/our lot.

1. Detail of Minor Renovations to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....
.....
.....

2. Name of Contractor Installing:

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance (Please include copies)
.....

5. Is Council approval required: Yes/No

6. If Yes, has application been made for Development Approval.....

7. Date installation intends to start.....

8. Duration of installation.....

9. **I have read Special By-Law 'Minor Renovations' and acknowledge that no work may commence unless approved in writing by the Owners Corporation.**

11. **I acknowledge that any Minor Renovations undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

CB

Special By-law No.2 – Common Property Memorandum

1. For the purposes of specifying whether an owner of a lot or the owners corporation is responsible for the maintenance, repair or replacement of any part of the common property, the owners corporation adopts the common property memorandum as set out in Annexure A of this by-law.
2. Any existing by-law or statement on the registered strata plan that requires a lot owner or the owners corporation to repair, replace or maintain an item or area overrides the owner or the owners corporation responsibility contained within 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 <i>Environmental Planning and Assessment Act 1979</i>) (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 (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 parquetry 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
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(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</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(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</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(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 parquetry 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</p>
<p>6. General</p>	<p>(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (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</p>
<p>7. Parking / Garage</p>	<p>(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</p>

	(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 <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(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
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Special By-law No.3 – Window Safety Devices

- (1) An owner or occupier must not remove, interfere with or damage a Window Safety Device installed by the owners corporation.
- (2) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remain in the lock position while any child is within the lot.
- (3) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (4) If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.
- (5) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

- (6) In this by-law:

“**Window Safety Device(s)**” means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and the Regulation.

Special By-law No.4 – Lot 2 Works

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) “**Act**” is the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” is lot 2 on the strata scheme.
- (4) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.18307.
- (5) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8) “**Works**” means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance with the *Bathroom Floor Plan & Electrical Layout* and *Laundry & Laundry Concept Design*, annexed to this by-law and marked “**Annexure A**”:

i. Bathroom Renovation

- (a) Remove existing shower screen, vanity, bathtub, toilet suite, all tapware, towel rails and accessories
- (b) Strip out all floor and wall tiling
- (c) Strip out drop-down ceiling panels
- (d) Fit-out and position plumbing and floor wastes
- (e) Construct new nib wall and ledge wall along bedroom 2 wall at 1200mm high in timber frame and villa board for placement of new in wall toilet cistern, and run new plumbing pipework, including making good fireproofing of the lot above, and gyprocking of walls and ceiling
- (f) Install in wall toilet suite. To be kept in same position and utilising the existing position of pipes, using a nib wall to route pipes and electrical wiring thereby leaving internal masonry wall between bathroom and bedroom 2 untouched.
- (g) Reposition plumbing for vanity and shower area and floor waste and tapware
- (h) Rough in new electrical positioning of lights and GPO
- (i) Waterproof (2 coat process) to Australian Standards
- (j) Level floor to accommodate fall for tiles
- (k) Tile floors and all walls (to full height), including windowsill
- (l) Install new 900mm vanity
- (m) Install new led 2 x ceiling downlights, double GPO and replace light switch plate
- (n) Install stone vanity top, glass shower screen and mirror
- (o) Install towel hooks, toilet roll holder and other bathroom accessories

ii. Laundry Renovation

- (a) Disconnect and remove existing washing machine and dryer. Hot water heater attached to wall to remain
- (b) Remove existing cupboards, laundry tub unit and tapware
- (c) Strip out all floor tiling and skirting tiles to wall perimeters
- (d) Reposition (lowering) of washing machine plumbing and tapware to accommodate new under bench washing machine and tapware
- (e) Rough in new electrical positioning of GPO for washing machine
- (f) Waterproof (2 coat process) to Australian Standards
- (g) Level floor to accommodate fall for tiles
- (h) Tile floor area, tile skirting and splash back
- (i) Install new laundry cupboards along bedroom 2 wall and cover for existing hot water heater
- (j) Install new drop in 45L laundry tub and install flick mixer tap
- (k) Install new light switch plate and light fitting
- (l) Install existing dryer back onto wall

(9) In this Common Property Rights By-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Common Property Rights By-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

(12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.

(13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

(14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:

- (a) further specifications of the Works;
- (b) the signed Owner's consent form for this By-law in respect of the Works;
- (c) details of the contractor performing the Works; and
- (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

(15) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(16) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

(18) When performing the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
- (f) must only perform the Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

(19) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

(20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:

- (a) Certification of waterproofing from a duly licensed and insured contractor; and
- (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

(21) The Owner must, at the Owner's expense:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

(23) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
- (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

(24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

(25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

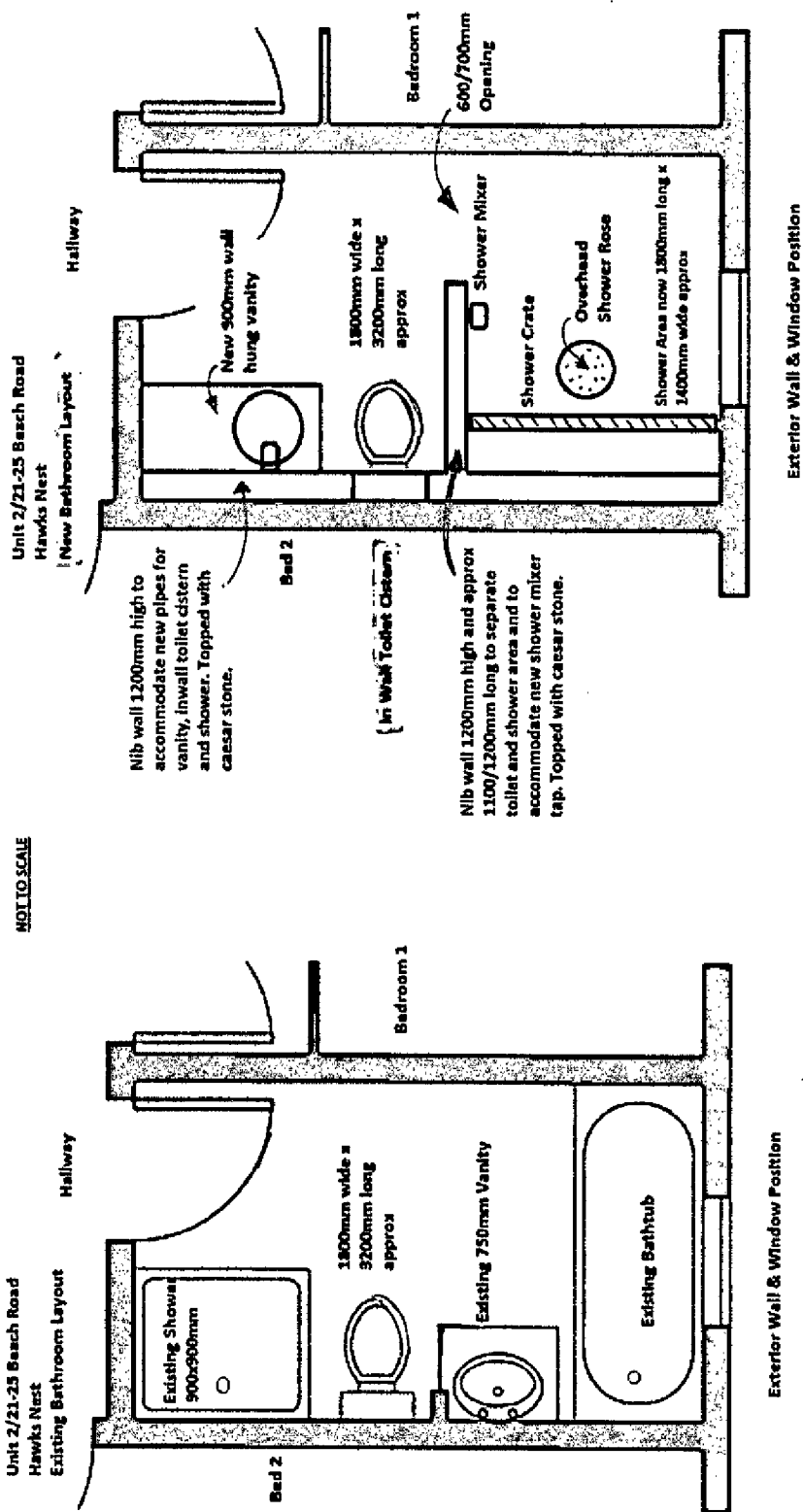
Breach of By-law

(27) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

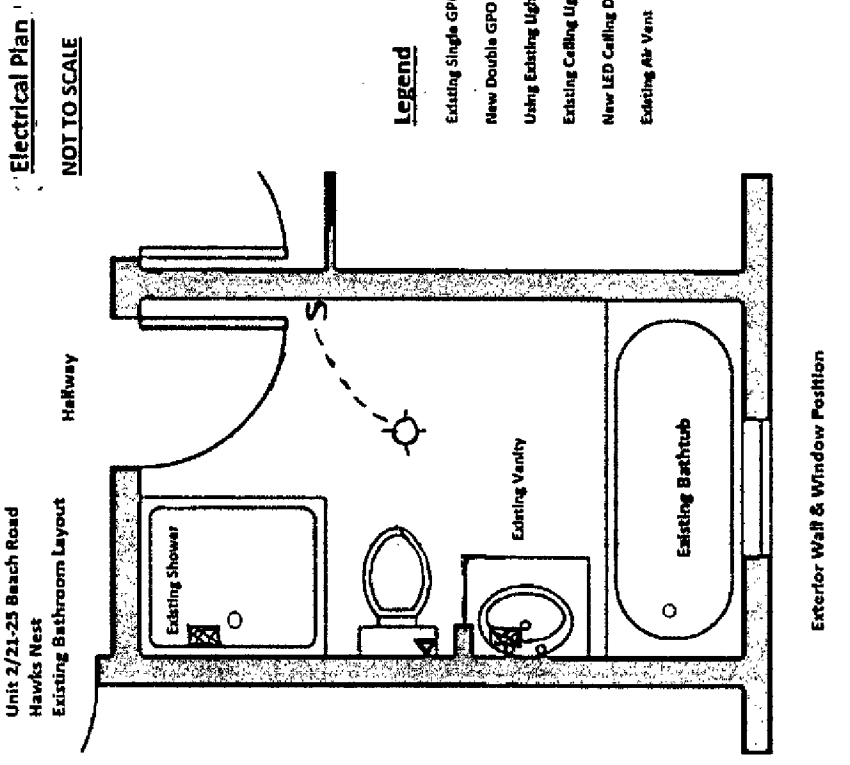
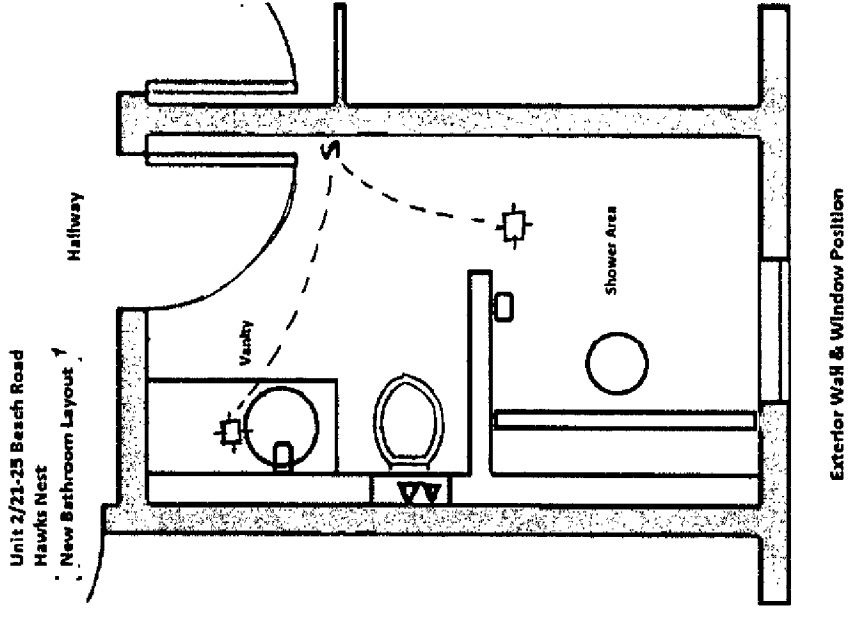
(28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

Annexure A



NOT TO SCALE

LB



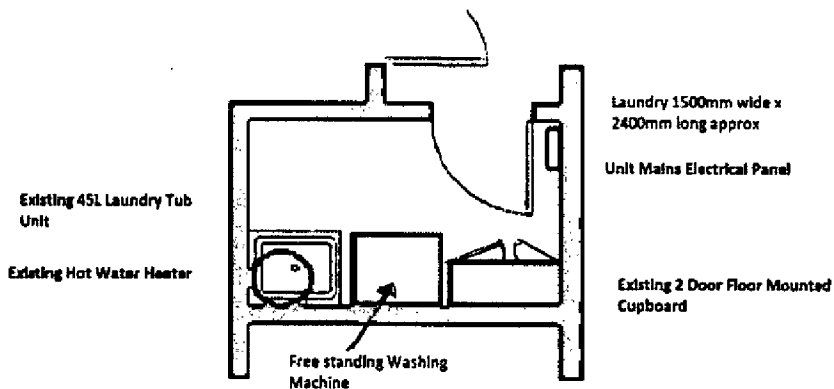
Electrical Plan
NOT TO SCALE

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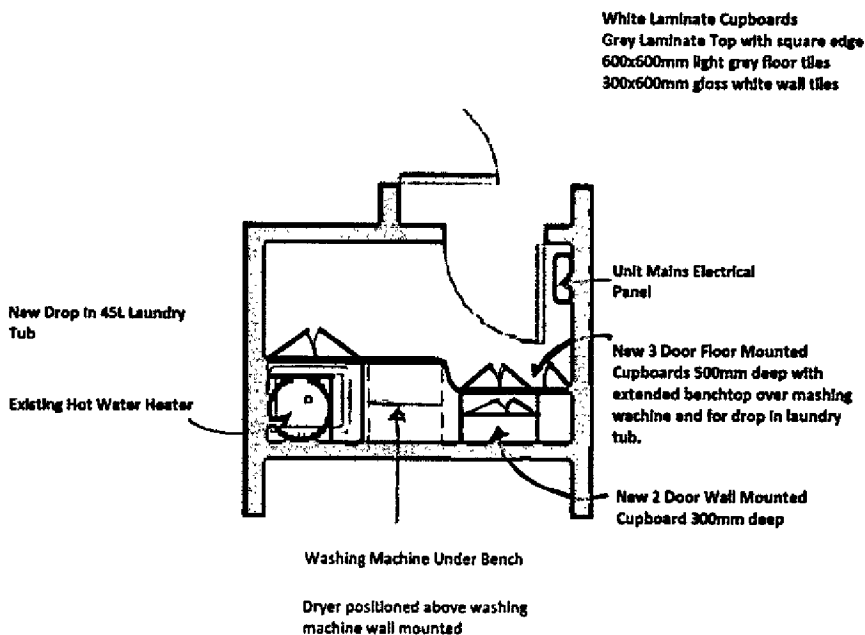
**Unit 2/21-25 Beach Road
Hawks Nest 2324**

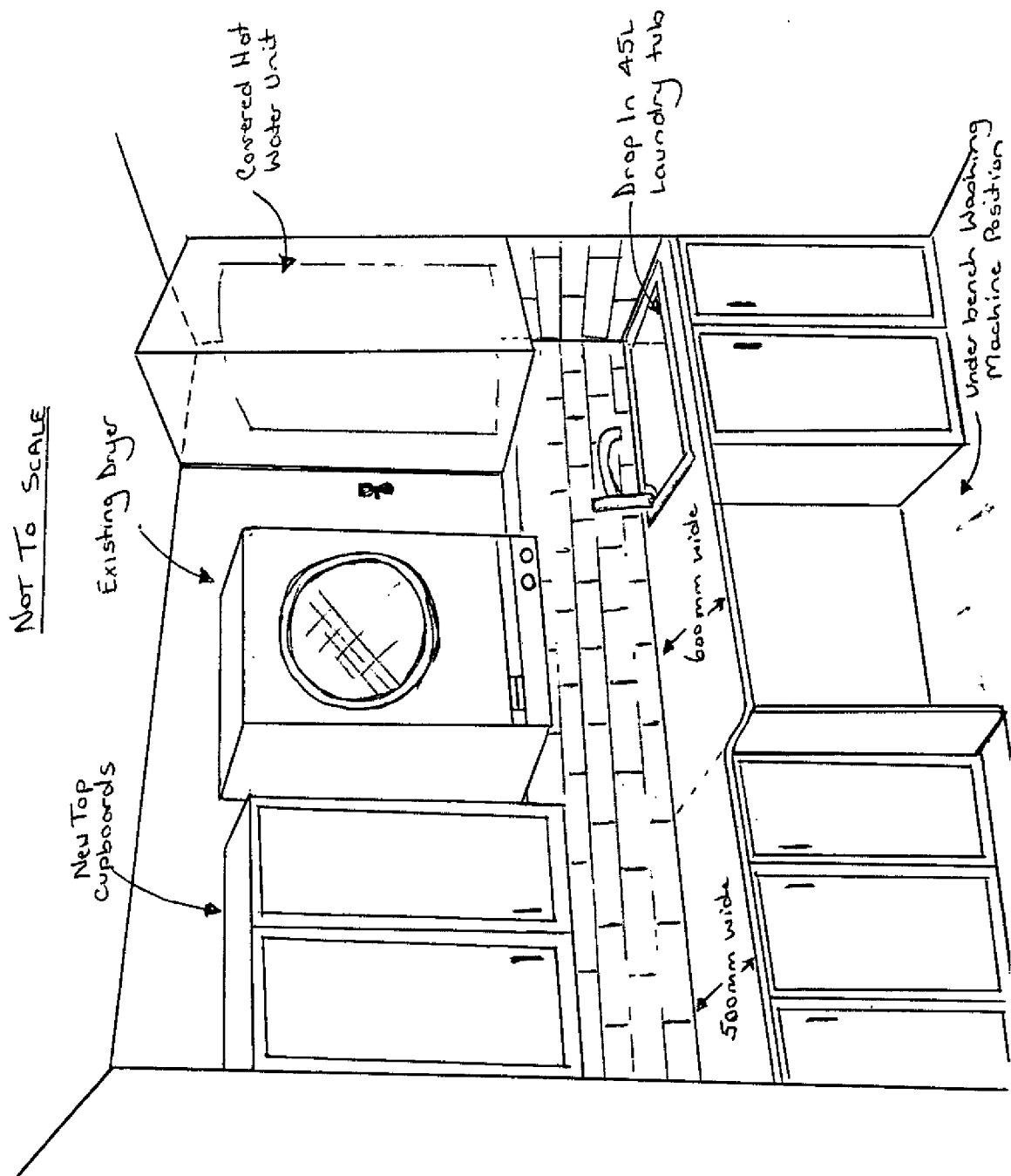
Existing Laundry Layout

Not To Scale



New Laundry Layout





The seal of The Owners-Strata Plan No 18307 was affixed on 24/2/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): *Laura Black*

Name(s) [use block letters]: LAURA BLACK

Authority: STRATA MANAGING AGENT

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