

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act
Real Property Act 1900



AQ518856W

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.

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- (C) The Owner-Strata Plan No. 16460 certify that a special resolution was passed on 26/5/2020
- (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- (E) Repealed by-law No. 1 - 19
- Added by-law No. 1 - 18 & Special By-law No.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 16460 which includes new Added By-law No.1 to 18 & Special By-law No.2, 3 & 4 starting from Page 2 of 19 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. 16460 was affixed on 27/10/2020 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 : T. Booth

Name : TARA BOOTH

Authority : STRATA ASSISTANT
STRATA MANAGING AGENT

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 16460

Schedule 3 Model by-laws for residential strata schemes

Strata Schemes Management Regulation 2016

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 any portion of the common property.

The seal of The Owners-Strata Plan No 16460 was affixed on 27/10/2020 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): UBOOTH

Name(s) [use block letters]: TARA BOOTH

Authority: STRATA ASSISTANT
STRATA MANAGING AGENT

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007



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

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) 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 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 the balcony railings. The washing may only be hung for a 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 requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

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]

- (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) 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.
- (5) In this by-law:

bin includes any receptacle for waste.

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.
- (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 19 - Notice of alteration to lot: (Previously Registered as By-Law 20 – Dealing No: 6817473)

The owner of a lot shall not alter the structure of the lot without giving the Owners' Corporation, not later than 14 days before the commencement of the alteration, a written notice describing the proposed alteration.

By-law 20 - An owner or occupier shall not: (Previously Registered as By-Law 21 – Dealing No: 6817473)

- (a) Without the approval in writing of the Owners' Corporation fit, hang or affix outside the face of any building or common property any shades, blinds, awnings, window guards, ventilators, air- conditioning devices or glassed in balconies, garden shed or roller door.
- (b) Inscribe, expose or project any sign, signal, advertisement or illumination on or from any window or other part of the building or common property nor shall any name, writing, drawing, signboard, plate or placard of any kind be displayed on any door, except such as shall have been approved in writing by the Owners Corporation nor shall anything be projected out of any windows of a building without similar approval.

By-law 21 - An owner or occupier shall not: (Previously Registered as By-Law 22 – Dealing No: 6817473)

- (a) Park or permit to be parked on the internal road system any vehicle or trailer including boat trailers and caravans as to impede the normal ingress and egress to owners' individual Strata lots.
- (b) Harbour derelict vehicles or other obstructions within the Strata lot and shall not carry out any wrecking, panel beating or repair of vehicles or motor bikes or any other offensive trades therein.
- (c) Permit the parking of caravans, either within the Strata lot or on common property.
- (d) Park or permit to be parked, any boat or trailer, including boat trailers in carports of Strata lots or on common property.
- (e) Permit the parking of visitors' vehicles on common property. Visitors' vehicles may be parked in the carport of the unit they are visiting as long as the occupiers vehicle is removed from the complex and parked on the external road.

By-Law 22 (Previously Registered as By-Law 23 – Dealing No: 6817473)

An owner or occupier shall not install any pool above ground whether within the owner's lot or not. All installations of pools to be underground and Newcastle City Council approved.

By-Law 23 (Previously Registered as By-Law 24 – Dealing No: 6817473)

The owner or occupier of a lot will take due care of all common property and service installations therein and shall promptly notify the Owners Corporation of any accident to or of any defect in the water or sewer pipes, wires, cables, ducts or electrical installations. Leaking showers or roofs must be reported immediately to minimise water damage to common property.

By-Law 24 (Previously Registered as By-Law 25 – Dealing No: 6817473)

An owner who leases, rents, lets or allows other occupiers to use the premises shall inform and keep informed the occupier of these By-Laws and shall be responsible to see that the By-Laws are complied with.

By-Law 25 (Previously Registered as By-Law 26 – Dealing No: 6817473)

An owner on gaining permission in writing from the Owners' Corporation be empowered at their own expense to erect and maintain a cover roof over the internal courtyard within a lot.

By-Law 26 (Previously Registered as By-Law 27 – Dealing No: 6817473)

An owner of each lot shall at their own expense fit an individual water consumption meter in a manner approved by the Hunter Water Corporation to their lot.

By-Law 27 (Previously Registered as By-Law 28 – Dealing No: 6817473)

After the granting of a lease or sub-lease of a lot or part of a lot, the lessor must give to the Owners' Corporation written notice of the granting of the lease which shall identify the lot, specify the names of the lessee/lessor and their contact details.

By-Law 28 (Previously Registered as By-Law 29 – Dealing No: 6817473)

An owner on gaining permission in writing from the Owners' Corporation, or company appointed by that Owners' Corporation, be empowered at their own expense to install and maintain a split system air- conditioning unit under the following conditions: -

- (a) that installation shall be at ground level with motor and fan located beneath the lounge room window of the villa or in other position as agreed,
- (b) that all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to installation,
- (c) that the installation be at the cost of the respective owner and that future maintenance and any damage caused by the unit's installation be without contribution from the Owners' Corporation,
- (d) that the installation be installed by a licensed workman in a workmanlike manner,
- (e) that the installation be in keeping with the rest of the building pursuant to By-Law 17,
- (f) that the owner, from time to time of the Lot, shall maintain the installation in a state of good repair pursuant to By-Law 5, and
- (g) that the owner, from time to time of the Lot, shall comply with the EPA and local government laws in relation to noise abatement regulations.

Special By-law No.1 – Towing

1. An owner or occupier of a lot can only park or stand any motor or other vehicle on common property with the written approval of the owners corporation.
2. The owners corporation may cause a vehicle parked or standing in breach of this by-law to be towed from the common property and removed to a public road or impounded.
3. The owner or occupier of a lot must pay the costs of and incidental to the owners corporation and its servants and agents for having the vehicle towed and or impounded (including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner or occupier.
4. A person who parks a vehicle, or allows a vehicle to stand on any part of the common property without written consent of the owners corporation is taken to:
 - (a) be the person in lawful possession of the vehicle, and
 - (b) have given consent to the owners corporation and its servants and agents to have the vehicle towed off the common property and impounded at the cost of the owner or occupier, and
 - (c) consent to this by-law being an arrangement in force in respect of the vehicle.
5. To the extent of any inconsistency between this by-law and any other by law, this by-law prevails.

Special By-law No.2 – 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.....

Special By-law No.3 – 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) <u>that part of a tree which exists within common property</u>
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	(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	(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	(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	(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	(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

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (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
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used

	<p>exclusively for the lot</p> <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)</p>
8. Plumbing	<p>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</p> <p>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</p> <p>(c) sink, laundry tub and hand basin</p> <p>(d) toilet bowl and cistern</p> <p>(e) bath</p> <p>(f) shower screen</p> <p>(g) bathroom cabinet and mirror</p> <p>(h) taps and any associated hardware</p>
9. Windows	<p>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</p> <p>(b) locks additional to the original (or any lock replaced by an owner)</p> <p>(c) window lock keys</p>

Special By-law No.4 – 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.

The seal of The Owners-Strata Plan No 16460 was affixed on 27/10/2020 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): T. Booth

Name(s) [use block letters]: TARA BOOTH

Authority: STRATA ASSISTANT
STRATA MANAGING AGENT

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 16460 was affixed on ^ 27/10/2020 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: T. Booth Name: TARA BOOTH Authority: STRATA ASSISTANT
STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

