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# CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

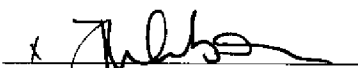


## AN518700F

**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/SP34770	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <b>BOX 30P L J KANE &amp; CO LLPN 123818G</b>
	Reference:	<b>SG: 34770</b>
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No **34770** certify that a special resolution was passed on 18 May 2018
- (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- (E) Repealed by-law No  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 3  
Amended by-law No  
as fully set out below:  
see Annexure A
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 34770 was affixed on 04/07/ 2018 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: x 

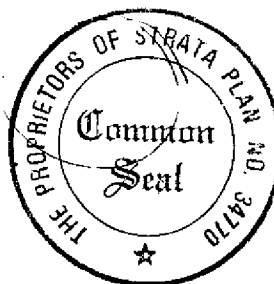
Name: Jodi Wilson

Authority: Strata Manager

Signature: \_\_\_\_\_

Name:

Authority:



## ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

**Parties:** By the Owners Strata Plan 34770

**Dated:** 4 July 2018

### Schedule 2 By-laws for pre-1996 strata schemes

#### 1 Noise

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

#### 2 Vehicles

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

#### 3 Obstruction of common property

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

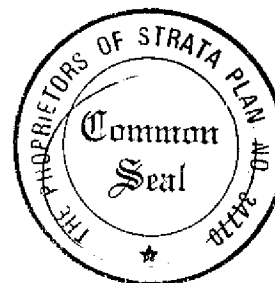
#### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.  
Note. This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, 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.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.



## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and 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.

## **7 Children playing on common property in building**

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

## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

## **12 Storage of inflammable liquids and other substances and materials**

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

## **13 Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

#### **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

#### **16 Keeping of animals**

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17 Appearance of lot**

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

#### **18 Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

#### **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way 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).

### **Special By-Law 1**

The Owners – Strata Plan 34770 by special resolution pursuant to section 110 of the Strata Schemes Management Act 2015 agree to pass a special by-law that delegates its function to approve minor renovations to the strata committee.

### **Special By-Law 2**

The Owners – Strata Plan 34770 adopts the common property memorandum annexed and marked “A”.

### **Special By-Law 3**

#### **(i) Transfer of responsibility**

The Owners Corporation hereby transfers responsibility for all repairs, maintenance and replacement of bathrooms, ensuites and wet areas within a Lot (including but not limited to floor tiles, wall tiles, waterproofing and plumbing) (“the areas”) to the respective Lot owner(s) PROVIDED HOWEVER that should a structural engineer provide a report stating that a structural defect has caused damage to any of the areas, the Owners Corporation is responsible for the repair (including replacement) of the areas.

#### **(ii) Renovation of areas**

- (a) In addition to the transfer of responsibility under sub-clause (i), owner(s) of Lots shall be entitled to renovate the bathrooms, ensuites and wet areas within their Lot (referred to as ‘the areas), subject to compliance with the remaining clauses of this by-law.
- (b) The works shall include, but is not limited to, replacing shower recesses, new vanities, new laundry sinks, floor to ceiling tiles and tile floors.

#### **(iii) Existing works**

- (a) At the time this By-Law was created some of the owners have already completed works to the areas in their respective Lots. The owner(s) of those Lots are not required to comply with clauses (v), (vi) & (vii) below. Those works are deemed to be approved as long as they comply with the remaining clauses of this By-Law.
- (b) Those Lots where the works have not yet been undertaken must comply with all clauses of this By-Law.

**(iv) Cost of renovation and maintenance**

The renovation, including the cost of obtaining approval and consents, and maintenance of any of the works are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that Lot.

**(v) Strata Committee approval**

- (a) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Strata Committee, or Owners Corporation if no Strata Committee exists, to the works.
- (b) The owner(s) shall provide the Strata Committee with plans and details of the proposed works to enable them to make their decision.
- (c) In making their decision, the Strata Committee shall take the following matters into consideration:-
  - the size, bulk and suitability of the works;
  - the impact on visual amenity;
  - the location of all wiring and plumbing; and
  - whether the owner(s) of the Lot has given their written consent to the making of this By-Law.
- (d) The Strata Committee shall not unreasonably withhold such approval.

**(vi) Conditions of works**

The works will:-

- (a) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;
- (b) be done in accordance with the instructions of the manufacturer;
- (c) comply with any applicable Australian standards;
- (d) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- (e) comply with the relevant regulatory By-Laws of the Act (as amended).

**(vii) Completion of works**

After the works are completed, the owner(s) must, without unreasonable delay:-

- (a) notify the Strata Committee that the works have been completed;

- (b) notify the Strata Committee that all damage, if any, to the Lot and common property caused during or by the carrying out of the works and not permitted by this By-Law have been rectified;
- (c) provide the Strata Committee with a copy of the waterproofing certificate for the work;
- (d) provide the Strata Committee with a copy of any certificate or certification required by an authority approving the works; and
- (e) provide the Strata Committee (or it's nominated representative) with reasonable access to inspect the lot to assess compliance with this By-Law, if requested by the Strata Committee.

**(viii) Compliance with SEPP and DCP**

The works will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 and Byron Shire Council's Development Control Plan (Exempt and Complying Development), where applicable.

**(ix) Damage**

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the works and that the said damage will be made good immediately after it occurred.

**(x) Maintenance**

The owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the works, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 144(1)(b) of the *Act*, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

**(xi) Common property maintenance**

Should the Owners Corporation need to undertake repairs or maintenance to that part of the common property adjoining where the works are located and which are not the responsibility of the Lot owner(s) under clause (ix), the owner(s) of the respective Lots will be responsible for all costs associated with the removal and reinstatement of the works to enable those repairs and maintenance to be completed (if required).

**(xii) Failure to comply**

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 144(1)(b) of the *Act* the Owners Corporation may:-

- (a) carry out all works necessary to perform that obligation;

- (b) enter upon any part of the lot to carry out the works; and
- (c) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

**(xiii) Indemnity**

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against:-

- (a) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the works;
- (b) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and arising directly or indirectly from the use of the works or a breach of this By-Law.

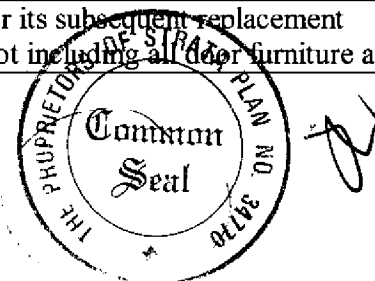




## Common property memorandum

### Owners corporation responsibilities for maintenance, repair or replacement

<p><b>1. Balcony and courtyards</b></p>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<p><b>2. Ceiling/Roof</b></p>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<p><b>3. Electrical</b></p>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(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</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(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>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(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</li> <li>(k) lifts and lift operating systems</li> </ul>
<p><b>4. Entrance door</b></p>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic</li> </ul>



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<b>6. General</b>	<p>(a) common property walls</p> <p>(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)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking / Garage</b>	<p>(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</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(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</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>

**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(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</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li>(c) in-sink food waste disposal systems and water filtration systems</li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>(b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquet flooring</li> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> </ul>

	<ul style="list-style-type: none"><li>(e) stove</li><li>(f) washing machine and clothes dryer</li><li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li><li>(h) internal doors (including door furniture)</li><li>(i) skirting boards and architraves on non-common property walls</li><li>(j) tiles and associated waterproofing affixed to non-common property walls</li><li>(k) letterbox within a lot</li><li>(l) pavers installed within the lot's boundaries</li><li>(m) ducting cover or structure covering a service that serves a single lot</li></ul>
<b>7. Parking / Garage</b>	<ul style="list-style-type: none"><li>(a) garage door remote controller</li><li>(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</li><li>(c) light fittings inside the lot where the light is used exclusively for the lot</li><li>(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)</li></ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"><li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li><li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li><li>(c) sink, laundry tub and hand basin</li><li>(d) toilet bowl and cistern</li><li>(e) bath</li><li>(f) shower screen</li><li>(g) bathroom cabinet and mirror</li><li>(h) taps and any associated hardware</li></ul>
<b>9. Windows</b>	<ul style="list-style-type: none"><li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li><li>(b) locks additional to the original (or any lock replaced by an owner)</li><li>(c) window lock keys</li></ul>

