

## **SP 77079 – Seachange**

### **STRATA SCHEMES MANAGEMENT REGULATION 2005**

#### **Schedule 1 – Model by-laws for residential schemes**

##### **1. Noise**

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 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 prior 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 except on a temporary and non-recurring basis.

##### **4. Damage to lawns, etc 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.

##### **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 except with the prior written approval of the owner's corporation.

(2) An approval given by the owner's corporation under subclause (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 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, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(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 62 of the Act, 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 subclause (3) 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 subclause (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 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 or discarded item except with the prior written approval of the owners corporation.

### **10. Drying of laundry items**

An owner or occupier of a lot must not, except with the prior written approval 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, etc**

(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.

### **12. 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.

### **13. Changes to floor coverings and surfaces**

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorization for the changing of the floor covering or surface concerned.

### **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

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry conditions and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a)
- (e) must not place anything in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, waste and recyclable material that are consistent with the local council's requirements.

## 16. Keeping of Animals

### Option B

(1) Subject to section 49(4) an owner or occupier of a lot must not, without the prior written approval of the owner's corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owner's corporation must not unreasonably withhold its approval of the keep of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **17. 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

### **18. 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).

### **19. Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

### **20. 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.

### **SPECIAL BY-LAW 1**

That the Owners – Strata Plan No. 77079 RESOLVES by special resolution to grant approval be granted to the Owner each lot to install an air conditioning system within their lot, with the external component being located on the balcony and not visible from the front of the building, all exterior wires to be encased in aluminium covering in a colour that matches the exterior paintwork, with the following conditions:

1. That the installation of the air conditioning system be carried out in a workmanlike manner by suitably qualified tradespeople;
2. That the cost of the installation of the air conditioning system be borne by the Owner of that lot;
3. That the cost of ongoing maintenance be the responsibility of the Owner of that lot now and future;
4. That any damage to common property be rectified by the owner of that lot now and future;
5. That the associated pipe work and overflow be plumbed into the exiting downpipe;
6. That in the event that the owner defaults in the performance of the condition of consent and does not keep the signage material in good repair, the Owners Corporation or Strata Committee may, without prejudice to other rights, carry out the work and recover any monies from the owner of that lot now or in the future.

### **SPECIAL BY-LAW 2**

That the Owners – Strata Plan No. 77079 **RESOLVED** by special resolution to grant approval be owners of Lot 11 to install a Foxtel satellite dish on the roof of the building with the following conditions:

1. That the installation be carried out in a workmanlike manner by a suitably qualified tradesperson;
2. That the owner of the lot provide the owners corporation with details of the site of the installation, which must not be visible from the front of the property;
3. That the cost of the installation be the responsibility of the owner of Lot 11;
4. That all efforts be made to have the dish installed on the roof so that it is not visible from the front of the property;
5. That any damage to common property be rectified at the cost of the owner of Lot 11 now and future;
6. That all repairs, maintenance and replacement costs are to be at the expense of the lot owner and that the owners corporation be authorised to carry out maintenance work and charge to the owner of that lot if an owner fails to carry out required work after written notification from the owners corporation.

### **SPECIAL BY-LAW 3**

That the Owners – Strata Plan No. 77079 **RESOLVED** by special resolution to grant approval be owners of Lot 6 to install a Foxtel satellite dish on the roof of the building with the following conditions:

1. That the installation be carried out in a workmanlike manner by a suitably qualified tradesperson;
2. That the owner of the lot provide the owners corporation with details of the site of the installation, which must not be visible from the front of the property;
3. That all efforts be made to have the dish installed on the roof so that it is not visible from the front of the property;
4. That the cost of the installation be the responsibility of the owner of Lot 6;
5. That any damage to common property be rectified at the cost of the owner of Lot 6 now and future;
6. That all repairs, maintenance and replacement costs are to be at the expense of the lot owner and that the owners corporation be authorised to carry out maintenance work and charge to the owner of that lot if an owner fails to carry out required work after written notification from the owners corporation.

### **SPECIAL BY-LAW NO. 4**

(13/7/20)

#### **Common Property Rights By-law for Works by Lot 13**

#### **Part A Definitions and Interpretation**

1.1 In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act 2015* (NSW).
- (b) **“Council”** means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).
- (c) **“Exclusive Use Area”** means the common property areas which are reasonably required to retain the Works once complete.
- (d) **“Insurance”** means:
  - (i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance under the *Home Building Act 1989*, if required by law; and
  - (iii) workers' compensation insurance, if required by law.
- (e) **“Lot”** means lot 13 in Strata Plan No. 77079.
- (f) **“Owner”** means the owner of the Lot for the time being and that owner's successors in title.
- (g) **“Owners Corporation”** means the owners corporation created by the registration of strata plan no. 77079.

- (h) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (i) "Works" means:

**Main Bathroom**

- Removal of fitted bath tub;
- Removal of surrounding tiles;
- Removal of fitted shower screen;
- Complete waterproofing of affected area – floor and walls;
- Retiling of floor and walls;
- Installation and fitting of new shower screen;
- Replacement/installation of suitable exhaust fan/light;

**Balcony Awning**

- Fitting of a 6 metre long x 2 metre wide retractable folding arm acrylic awning with hood, crank operation and adjustable pitch to be fitted above the two (2) windows on the North facing external wall on level 3 of the building to assist the Lot and its balcony with sun and heat reduction and protection; and

in accordance with the drawings and colour photographs attached to this by-law and/or the minutes of the Owners Corporation's general meeting where this by-law was passed.

NOTE- The colour of the awning is to match in with the colour scheme of the building.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;
- (f) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

**Part B  
Grant of Rights and Approval**

- 2.1 Subject to compliance with the terms and conditions referred to in Part C of this by-law, the Owner:
- (a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
  - (b) is granted the special privilege to undertake and retain the Works; and
  - (c) is granted exclusive use of the Exclusive Use Area.

**Part C  
By-Law Conditions**

**Prior to commencement of the Works**

- 3.1 Prior to commencement of the Works, the Owner must:
- (a) if required by law, obtain a complying development certificate for or development consent of the Council to the Works and a construction certificate for the Works and give copies of them to the Owners Corporation;

- (b) give the Owners Corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the Works holds a current licence and current Insurance;
- (c) cause Insurance to be effected and maintained for the Works; and
- (d) obtain the Owners Corporation's written approval.

#### During the conduct of the Works

#### 3.2 In carrying out the Works, the Owner must:

- (a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- (b) cause Insurance to be effected and maintained for the duration of the Works;
- (c) use duly licensed employees, contractors or agents to conduct the Works;
- (d) where applicable, comply with any condition or requirement of Council;
- (e) ensure the Works are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used;
- (f) make certain the Works are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (g) make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement;
- (h) ensure that the Works are only carried out between the hours of 7:00am to 5:00pm, Monday to Friday and between the hours of 8:00am to 3:00pm on Saturday and must not carry out the Works on Sunday or on days which fall on a public holiday;
- (i) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between the hours of 10:00am to 3:00pm, Monday to Friday and must ensure they are not used on weekends or on days which fall on a public holiday;
- (j) ensure the Works and the Owner's contractors do not create any excessive noise in the Lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area;
- (k) ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation and in a manner that does not cause damage to the building;
- (l) ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the Owners Corporation;
- (m) make sure that no building materials or skip bins are stored in or near the common area without the prior written approval of the Owners Corporation;
- (n) clean any part of the common areas affected by the Works on a daily basis and keep all of those common areas clean, neat and tidy during the Works;
- (o) give the Owners Corporation's authorised representative(s) access to the Lot to inspect the Works within 48 hours of any request from the Owners Corporation;
- (p) not vary the Works without obtaining the prior written approval of the Owners Corporation; and
- (q) pay all costs associated with the Works.

#### After the Conduct of the Works

#### 3.3 After the Works have been completed, the Owner must:

- (a) promptly notify the Owners Corporation that the Works have been completed;
- (b) promptly notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) if required by the Owners Corporation, give the Owners Corporation's authorised representative(s) access to the Lot to inspect the Works within 48 hours of any request from the Owners Corporation.

### Lot Owner's Enduring Obligations

#### 3.4 The Owner:

- (a) is responsible for the cost of the Works;
- (b) must ensure that any Works which are external to the Lot are of a colour which is in keeping with the building's current exterior wall and fascia colours;
- (c) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (d) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;
- (e) must at the Owner's own cost repair any damage to the Lot or common property directly arising out of the Works;
- (f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation directly arising out of the Works;
- (g) to the extent permitted by law, indemnifies the Owners Corporation against any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Works; and
- (h) must pay for the costs of the making, passing and registration of this by-law.

### Owners Corporation's Consent

- 3.5 If any of the Works require the consent of Council, the Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* within a reasonable time after being requested to do so by the Owner.

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

- 4.1 If the Owner fails to comply with or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies with or rectifies the breach within 14 days or such other longer period as specified in the notice.
- 4.2 If the Owner fails to comply with the request in clause 4.1, without prejudice to any other rights:
- (a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;
  - (b) the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot and the common property to carry out that work; and
  - (c) the Owners Corporation may recover as a debt any amounts payable by the Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the Owners Corporation incurred in recovering those amounts.



**SPECIAL BY-LAW 5**

**AGM 15.7.21**

**Common Property Memorandum**

Owners corporation responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<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 the 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>
<b>2. Ceiling/Roof</b>	<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>
<b>3. Electrical</b>	<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 the <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>
<b>4. Entrance door</b>	<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 closer</li><li>(c) security doors, other than those installed buy an owner after registration of the strata plan</li></ul>
<b>5. Floor</b>	<ul style="list-style-type: none"><li>(a) original floorboards or parquetry flooring affixed to common property floors</li><li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li><li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li><li>(d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li></ul>
<b>6. General</b>	<ul style="list-style-type: none"><li>(a) common property walls</li><li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li></ul>

	<ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(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 and owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(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</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<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 &amp; 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>

4. Entrance door	<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>
5. Floor	<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 parquetry 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>
6. General	<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> <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>
7. Parking/Garage	<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 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>
8. Plumbing	<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 associated hardware</li> </ul>
9. Windows	<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>