

# Registered By-Laws

**SP 72241 – 11-17 CHANDOS STREET, ST LEONARDS, NSW 2065**  
**REGISTERED BY-LAWS**

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## Special By-Laws

### 1 Definitions and Interpretation

#### 1.1 Statutory Definitions

In this instrument a word or expression has the meaning given to it in the Strata Management Act if it is:

- (a) defined in that Act; and
- (b) used but not defined in this instrument.

#### 1.2 Further Definitions

In this instrument, unless the context clearly indicates otherwise:

**Air Conditioning System** means air conditioning plan and associated pipes, wires, cables, ducts, air registers, panels and related electrics installed from time to time.

**Architectural and Landscape Standards** means the architectural and landscape standards prescribed by the Owners Corporation from time to time.

**Bond** means an amount of \$2,000 or such other amount as the Owners Corporation (acting reasonably) determines from time to time.

**Building** means the building constructed within the Strata Parcel.

**Building Manager** means the person appointed as such under By-Law 29.

**Building Management Agreement** means the agreement entered into between the Owners Corporation and the Building Manager.

**Common Property** means the common property and the Strata Scheme.

**Exhaust Flue** means the kitchen exhaust flue and any ancillary equipment that forms a part of the Common Property.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department or entity.

**Grease Trap** means the grease trap and any ancillary equipment that forms a part of the Common Property.

**Lot** means a lot in the Strata Plan.

**Occupier** means the occupier, lessee or licensee of a Lot.

**Owner** means the Owner or mortgagee in possession of a Lot.

**Refurbish** includes but is not limited to:

- (a) the treatment as previously treated or otherwise, of internal surfaces of Common Property by painting, staining or polishing as applicable; and
- (b) the replacement of carpet and other floor coverings which is worn or damaged and in need of replacement; and
- (c) the repainting of all painted surfaces of Common Property; and
- (d) the replacement or otherwise of loose furnishings and chattels which are worn or damaged or otherwise in need of replacement.

**Refuse Room** means any room designated as such by the Owners Corporation.

**Rules** has the meaning given to it by By-Law 27.

**Security Key** means a key, magnetic card or other device or information used or required to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the Strata Parcel.

**Strata Management Act** means the Strata Schemes Management Act 1996.

**Strata Manager** means a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the owners Corporation.

**Strata Parcel** means the land the subject of the Strata Scheme.

**Strata Plan** means the strata plan with which this instrument is registered.

**Strata Scheme** means the strata scheme created on registration of the Strata Plan.

#### 1.3 Interpretation

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity; and
- (b) including is not a word of limitation; and
- (c) the words at any time mean at any time and from time to time; and
- (d) the word vary means add to, delete from or cancel; and

- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument; and
- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually; and
- (g) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns; and
- (h) a reference to a company includes its successors and permitted assigns; and
- (i) a reference to a document is a reference to a document of any kind including a plan; and
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority; and
- (k) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation provision substituted for and any subordinate legislation issued under that legislation or legislative provision; and
- (l) a reference to a time is to that time in Sydney; and
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (n) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done; and
- (o) a word that is derived from a defined word has a corresponding meaning; and
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

#### **1.4 Headings**

Headings are inserted for convenience and do not affect the interpretation of this instrument.

## **2 Noise**

An Owner or Occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the common property.

## **3 Standing and Parking Vehicles**

An Owner or Occupier must not stand or park any motor or other vehicle on Common Property except with the prior written approval of the owners corporation.

## **4 Obstruction of Common Property**

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

## **5 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 their own purposes as a garden any portion of the Common Property.

## **6 Damage to Common Property**

- 6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of the Common Property except with the prior written approval of the Owners Corporation.
- 6.2 An approval given by the Owners Corporation under By-Law 6.1 cannot authorise any additions to the Common Property.
- 6.3 This By-Law 6 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, provided if such device includes an alarm system, any flashing lights from the alarm system indicating that the alarm system is activated are not to be installed in a position that would disturb the peaceful enjoyment of another Owner's Lot; or
  - (b) any screen or other device to prevent entry of animals or insects into the Owner's lot; or
  - (c) any structure or device to prevent harm to children.
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

- 6.4 Any such locking or other safety device, screen, structure or device referred to in By-Law 6.3 must:
- (a) be installed in a competent and proper manner; and
  - (b) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation in connection with its appearance and installation; and
  - (c) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 6.5 Despite section 62 of the Strata Management Act, the Owner of a Lot must:
- (a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in By-Law 6.3 that forms part of the Common Property and that services the Lot.
  - (b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in By-Law 6.3 that forms part of Common Property and that services the Lot.
- 6.6 The operation of this By-Law 6 is subject to specific rights under any other by-law.

## **7 Behaviour of Owners and Occupiers**

An Owner or Occupier 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.

## **8 Children Playing on Common Property**

An Owner or Occupier 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.

## **9 Owners and Occupiers are Responsible for Others**

- 9.1 An Owner or Occupier must take all reasonable steps to ensure their visitors:
- (a) comply with these by-laws and any applicable Rules; and
  - (b) leave the Strata Parcel if they do not comply with these by-laws or any applicable Rules; and
  - (c) do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully using Common Property.
- 9.2 If an Owner or Occupier lease or licenses their Lot (or part of their Lot) the Owner or Occupier must:
- (a) give their tenant or licensee a copy of these by-laws and any applicable Rules; and
  - (b) take reasonable steps to ensure their tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel; and
  - (c) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee complies with these by-law and any applicable Rules or leave the Strata Parcel.
- 9.3 An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under these by-laws or any applicable Rules.

## **10 Depositing Waste and Other Material on Common Property**

An Owner or Occupier must not deposit or throw on the Common Property any waste, dirt, dust or other material or discarded item except with the prior written approval of, or as directed by, the Owners Corporation.

## **11 Waste Disposal**

- 11.1 An Owner or Occupier must:
- (a) comply with all requirements by the Owners Corporation or any Governmental Agency in respect of the storage, disposal and recycling of waste; and
  - (b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a Refuse Room; and
  - (c) safely and security wrap all broken glass before placing it in the appropriate area in a Refuse Room; and
  - (d) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Refuse Room; and

- (e) contact the Building Manager or, if there is no Building Manager, the Strata Manager to arrange for the removal of large articles of waste, large quantities of waste or liquids that are poisonous or environmental dangerous; and
- (f) not deposit any waste, dirt, dust or other material or discarded item on Common Property other than in the appropriate area in a Refuse Room; and
- (g) not put in a garbage chute:
  - i) bottles or glass; or
  - ii) liquids; or
  - iii) items that weight more than 2.5 kilograms; or
  - iv) boxes or other items that might block the garbage chute.

11.2 The Owners and Occupiers of commercial Lots on the first floor and second floor of the Building may use the Refuse Room for the disposal of documents and paper in appropriate secure document disposal containers kept in the Refuse Rooms on the first floor and second floor or the Building.

## **12 Hanging of Washing and Other Items**

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the Building other than on areas (if any) specified by the Owners Corporation for the purpose and on these only for a reasonable period.

## **13 Cleaning Windows and Doors**

An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of their lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## **14 Storage of Inflammable Liquids and Other Substances and Materials**

14.1 An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This By-Law 14 does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of their Lot and they are only kept in reasonable quantities and any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **15 Moving Furniture and Other Objects on or through Common Property**

15.1 An Owner or Occupier 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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

15.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on Common Property (whether in the Building or not) in a specified manner.

15.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

## **16 Floor Coverings**

16.1 An Owner or Occupier must ensure that all floor space within their 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 another Owner or Occupier.

16.2 This By-Law 16 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **17 Keeping of Animals**

17.1 Subject to section 49 (4) of the Strata Management Act, an Owner or Occupier must not, except with the prior written approval of the Owners Corporation, keep any animal (except a

cat, a dog that can be easily carried, a small caged bird or fish in a secure aquarium) on their Lot or on Common Property.

- 17.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.
- 17.3 An Owner or Occupier must obtain the written approval of the Owners Corporation before they keep on their Lot or on Common Property:
- (a) any animal other than a type of animal referred to as excepted in By-Law 17.1; or
  - (b) more than one dog at the same time; or
  - (c) more than one cat at the same time.
- 17.4 If an Owner or Occupier may keep an animal on their Lot or on Common Property under this By-Law 17, then the Owner or Occupier:
- (a) must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property; and
  - (b) must ensure that the animal is at all times kept under control and usually within the confines of their Lot; and
  - (c) must ensure that the animal does not enter any part of Common Property designated by the Executive Committee as an area on which animals may not enter and, when the animal is on any part of the Strata Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person; and
  - (d) must, when the animal is on any part of the Strata Parcel other than their Lot, carry or keep the animal appropriately tethered and under control; and
  - (e) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
    - i) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
    - ii) damage to or loss of property or injury to any person caused by the animal; and
  - (f) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel; and
  - (g) must, if in the opinion of the executive committee (reasonably held) the Owner or Occupier is not complying with this By-Law 17 and the executive committee so requested in writing, remove the animal from the Strata Parcel.
- 17.5 This By-Law 17 does not prevent the keeping of a dog used as a guide or hearing dog.

## **18 Appearance of Lot**

- 18.1 The Owner or Occupier must not 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.
- 18.2 This By-Law 18 does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 12.

## **19 Change in Use of Lot to be Notified**

An Occupier 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).

## **20 Insurance Premiums**

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## **21 Carrying out Work on a Lot**

- 21.1 The Owners Corporation approves an Owner or an Occupier (with the Owner's prior written approval) carrying out building work on their Lot including the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the building work (**Affected Common Property**), on the following conditions:
- (a) the Owner and the Occupier indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the building work contemplated by this By-Law 21 and the use of the result of the building work; and
  - (b) neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether

Common Property or otherwise or voids any warranties that the Owners Corporation is entitled to; and

- (c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant and the exhaust system must be in a physical position where it cannot be viewed from any point outside of the Lot; and
- (d) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property.

21.2 An Owner or an Occupier desiring to exercise rights under this By-Law 21 must:

- (a) before doing any work:
  - i) give written notice to the Owners Corporation; and
  - ii) ascertain from the Strata Manager where service lines, pipes and conduits are located; and
  - iii) arrange with the Strata Manager suitable times and means by which access to the Building may be obtained; and
  - iv) if the Owners Corporation so requested in writing, provide a certificate from a structural engineer that the proposed work will not have any adverse effect on Common Property or any Lot; and
  - v) if the Owners Corporation so requested in writing, provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out; and
- (b) comply with the Strata Manager's reasonable requirements about the times and means by which access to the Building is obtained; and
- (c) ensure that tradespeople and any persons involved in doing the building work comply with the Strata Manager's reasonable requirements about the times and means by which they obtain access to the Building; and
- (d) not damage Common Property or service lines, pipes or conduits or interfere with or interrupt them or any of them; and
- (e) do the building work properly and to the reasonable satisfaction of any relevant Government Agency and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation; and
- (f) repair any damage caused to Common Property or the property of another Owner or Occupier.

## **22 Changing Non Structural Walls**

22.1 An Owner or an Occupier (with the Owner's prior written approval) may:

- (a) alter or remove non structural walls in their Lot; and
- (b) make openings in non-structural Common Property walls between 2 Lots owned by that Owner on the following conditions:
  - i) the Owner and the Occupier must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the building work contemplated by this By-Law 22 and the use of the result of the building work; and
  - ii) neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise or voids any warranties that the Owners Corporation is entitled to; and
  - iii) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonable necessary for the carrying out of the building work except for anything added to Common Property.

22.2 An Owner or an Occupier desiring to exercise rights under this By-Law 22 must:

- (a) before doing any building work:
  - i) give written notice to the Owners Corporation; and
  - ii) ascertain from the Strata Manager where service lines, pipes and conduits are located; and
  - iii) arrange with the Strata Manager suitable times and means by which access to the Building may be obtained; and
  - iv) if the Owners Corporation so requested in writing, provide a certificate from a structural engineer that the proposed building work will not have any adverse effect on Common Property or any Lot; and

- v) if the Owners Corporation so requests in writing, provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out; and
- (b) comply with the Strata Manager's reasonable requirements about the times and means by which access to the Building is obtained; and
- (c) ensure that tradespeople and any persons involved in doing the building work comply with the Strata Manager's reasonable requirements about the times and means by which they obtain access to the Building; and
- (d) not damage Common Property or service lines, pipes or conduits or interfere with or interrupt them or any of them; and
- (e) do the building work properly and to the reasonable satisfaction of any relevant Government Agency and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation; and
- (f) repair any damage caused to Common Property or the property of another Owner or Occupier.

### **23 Carrying out Minor Work on Common Property**

- 23.1 An Owner or an Occupier (with the Owner's prior written approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls (which has no material adverse effect on Common Property)).
- 23.2 An Owner or Occupier must not affix any lattice or grill to any part of the terrace or balcony area of the Owner's Lot that is not in keeping with the appearance of the rest of the Building except with the prior written approval of the Owners Corporation.

### **24 Refurbishment of Common Property**

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

### **25 Air-Conditioning System**

The Owner of a Lot where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly on Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By-Law 25 and the use of the Air Conditioning System; and
- (b) the Owner complies with all requirements of any Governmental Agency in connection with the Air Conditioning System; and
- (c) the Owner is responsible for the running costs of the Air Conditioning System; and
- (d) the Owner maintains and keeps the Air Conditioning System in good and serviceable repair; and
- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the Common Property the subject of this By-Law 25, except for the Air Conditioning System.

### **26 Restrictions on Installation of Air-Conditioning Systems**

- 26.1 An Owner must not install or retain on a Lot or Common Property any Air Conditioning System unless:
- (a) a certificate from an electrical consultant that the switchboard for the Lot has capacity to cater for the additional load resulting from the Air Conditioning System has been provided to the executive committee; and
  - (b) in connection with lots used for residential purposes, the approval of the executive committee for the installation has been obtained; and
  - (c) in connection with lots used for retail or commercial purposes, the approval of the Building Manager for the installation has been obtained or, in the absence of the existence of a Building Manager, the approval of the executive committee for the installation has been obtained; and
  - (d) any installation parameters specified in the Architectural and Landscape Standards are complied with; and



- (e) the approval of any Governmental Agency whose approval for the installation is required has been obtained.

26.2 This By-Law 26 does not apply to Lots containing an Air Conditioning System as at the date of registration of the Strata Plan.

## **27 Rules**

- 27.1 In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this By-Law 27 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (**Rules**).
- 27.2 The Owners Corporation may vary Rules at any time.
- 27.3 If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of a Governmental Agency, the Strata Management Act, the by-law or the requirement of the Governmental Agency, as the case may be, prevail to the extent of the inconsistency.
- 27.4 Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

## **28 Care of Planters**

- 28.1 An Owner or Occupier whose Lot includes a planter on the boundary of the lot must ensure that:
  - (a) so far as is practicable the plants in the planter are maintained in a healthy and vigorous condition; and
  - (b) any plant which is damaged, diseased or dies is promptly replaced, where practicable, with a plant of the same species and similar size or with another plant as agreed with the Owners Corporation.
- 28.2 If the Owner or Occupier fails to comply with this by-law the Owners Corporation may give notice requiring compliance.
- 28.3 If an Owner or Occupier fails to comply with a notice given under this by-law, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law.
- 28.4 Any expense incurred by the Owners Corporation under this by-law is recoverable as a debt against the Owner or Occupier in a court of competent jurisdiction.

## **29 Timber Decks**

- 29.1 An Owner or Occupier whose Lot includes a timber deck must ensure that the timber deck is properly maintained and kept in a state of good repair.
- 29.2 If the Owner or Occupier fails to comply with this by-law the Owners Corporation may give notice requiring compliance.
- 29.3 If an Owner or Occupier fails to comply with a notice given under this by-law, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law.
- 29.4 Any expense incurred by the Owners Corporation under this by-Law is recoverable as a debt against the Owner or Occupier in a court of competent jurisdiction.

## **30 Building Manager**

- 30.1 In addition to its powers under the Strata Management Act, the Owners Corporation has power under this By-Law 30 to appoint and enter into an agreement with the Building Manager to provide maintenance and operational services for the Strata Parcel at a fee.
- 30.2 The term of the agreement may be up to 10 years with rights for early termination by the Building Manager.
- 30.3 The duties of the Building Manager may include:
  - (a) the supervision or the carrying out of:
    - i) caretaking, cleaning and providing security services for Common Property; and
    - ii) servicing Common Property; and
    - iii) the maintenance, renewal or replacement of Common Property; and
    - iv) providing services to the Owners Corporation, Owners and Occupiers; and
    - v) operating Security Key systems for Common Property including the provision/s of Security Keys and the re-coding of Security keys;
  - (b) supervising, controlling and regulating employees and contractors of the Owners Corporation; and
  - (c) supervising the Strata Parcel generally; and
  - (d) doing anything else that the Owners Corporation agrees is necessary or desirable in connection with the operation and management of the Strata Parcel.

- 30.4 Under the Building Management Agreement the Building Manager may have the right at any time to assign its rights under the agreement to a respectable and responsible assignee.
- 30.5 The Owners Corporation must obtain the Building Manager's consent before the Owners Corporation enters into more than one agreement under this by-law which will operate at the same time.
- 30.6 The Building Management Agreement may permit the Building Manager to enter into arrangements with third parties to exercise the Building Manager's rights and duties.
- 30.7 An Owner or Occupier must not interfere with or stop the Building Manager exercising its rights or performing its duties.
- 30.8 An Owner or Occupier must not interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use or that the Building Manager is entitled to use under the Building Management Agreement.

### **31 Bond for Works**

#### 31.1 Before:

- (a) any building work, alteration or installation contemplated by By-Laws 15, 21, 22 or 23 is carried out by an Owner or an Occupier; or
  - (b) an Owner or Occupier moves in or out of their Lot, the Owner or the Occupier of that Lot, as the case may be, must cause to be paid to the Owners Corporation a Bond on account of any damage cause to the Common Property as a result of the building work, alteration or installation or moving in or out of that Lot, which requires rectification.
- 31.2 The Bond will be refunded to the Owner or the Occupier, as the case may be, less any amounts required to rectify the damage referred to in By-Law 31.1, if any, within 10 business days after the Owners Corporation has satisfied itself as to the cost of such rectification, if any.

### **32 Architectural and Landscape Standards**

- 32.1 In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this By-Law 32 to prescribe from time to time architectural standards regarding the acceptable condition and appearance of window furnishings, awning, outdoor plants and outdoor furniture.
- 32.2 The Owners and Occupiers of the Building must comply with the Architectural Standards as if they were set out in full in this by-law.

### **33 Pipes, Conduits, Security Equipment**

The Owners Corporation may:

- (a) install any wires, pipes, conduits and other like equipment necessary to provide services to the Common Property; and
- (b) install and operate security cameras and other security devices in the Common Property, for the proper maintenance and management of the Common Property.

### **34 Signs**

- 34.1 Subject to By-Law 35, an Owner or Occupier must not, without the prior written consent of the Owners Corporation, affix or exhibit any sign, illuminated advertisement, name or notice to or on any part of the Strata Parcel unless it is inside the Lot and not visible from outside the Lot.
- 34.2 By-Law 34.1 does not restrict Frasers Chandos Pty Limited (ACN 096 327 801) as the original developer of the Building, until Frasers Chandos Pty Limited completes the sale of all Lots, from conducting selling and leasing activities in and about the Strata Parcel and placing and maintaining in and about the Strata Parcel signs in connection with those selling and leasing activities and offices and other facilities for sales people in Lots owned by Frasers Chandos Pty Limited.

### **35 Signs for Certain Lots is REPEALED and REPLACED (AK744332V) with**

The Owner or Occupier of each of the Lots referred to in the schedule to this by-law may display a logo or advertise a product or service by way of a sign located at or on the inside of a glazed area on the boundary of the Lot or under the awning attached to the Lot on the following conditions:

- (a) the sign must be professionally made and presented in a professional and tasteful manner;
- (b) the sign must be one which is not constituted by or does not incorporate:
  - (i) flashing lights; or
  - (ii) running fibre optics; or

- (iii) temporary or permanent handwritten vinyl, cardboard or paper signs taped or otherwise affixed to glass; or
- (iv) animated, flashing or moving fingers; and
- (c) the sign must not be of a type reasonably prohibited from time to time by the owners corporation.

**THE SCHEDULE TO BY-LAW 35**

Lots 1-10 and Lot 71 and Lot 98

**36 Grease Trap**

The Owner of each of the Lots referred to in the schedule to this by-law has the right of exclusive use and enjoyment and special privileges in respect of the Grease Trap on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law and the use of the Grease Trap; and
- (b) the Owner must comply with the requirements of any Government Agency in connection with the Grease Trap; and
- (c) the Owner must maintain and keep the Grease Trap clean and in good serviceable repair; and
- (d) the Owner is responsible for the renewal or replacement of the Grease Trap, if necessary.

**THE SCHEDULE TO CLAUSE 36**

**Lot 2**

**37 Exhaust Flue**

The Owner of each of the Lots referred to in the schedule to this by-law has the right of exclusive use and enjoyment and special privileges in respect of the Exhaust Flue on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law and the use of the Grease Trap; and
- (b) the Owner must comply with the requirements of any Government Agency in connection with the Exhaust Flue; and
- (c) the Owner must maintain and keep the Exhaust Flue clean and in good serviceable repair; and
- (d) the Owner is responsible for the renewal or replacement of the Exhaust Flue, if necessary.
- (e) The Owner may construct and install on the roof of the Building (or in any other position approved by the Owners Corporation) a fan and necessary ancillary equipment to the Exhaust Flue.

**THE SCHEDULE TO CLAUSE 37**

**Lot 2**

**38 Liquor Licence**

If a restaurant licence or other appropriate licence is issued under the liquor licensing legislation for any of the lots referred to in the schedule to this by-law, the Owners Corporation may not object to liquor being sold or consumed in one or all of those Lots, so long as the Owner or Occupier of each of those Lots complies with the conditions of the licence.

**THE SCHEDULE TO CLAUSE 38**

**Lots 1 and 2**

**39 Exclusive Use Areas**

The Owner of a Lot the number of which is set out in Column 1 of the schedule to this by-law (**Identified Owner**) has the right of exclusive use and enjoyment in respect of the part of the Common Property designated on the Strata Plan with the letter which is the corresponding item in Column 2 of the schedule to this by-law (**Identified Property**) on the following conditions:

- (a) the Identified Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property death of or injury to any person arising out of the exercise of the rights conferred by this by-law and the use of the Identified Property; and
- (b) the Identified Owner complies with all requirements of any Government Agency in connection with the Identified Property; and
- (c) the Identified Owner properly maintains and keeps clean and in good and serviceable repair the Identified Property.

**THE SCHEDULE TO BY-LAW 39**

<b>Column 1</b>	<b>Column 2</b>
8, 9 and 10	A
8, 9 and 10	B
8, 9 and 10	C
1, 2, 3, 4, 5, 6, 7, 71, 98	D

**Special By-Law 1 – Lot 58 Works (AF755357R)**

**By-Law to authorise the Owner of Lot 58 to add to, alter and erect new structures on the Common Property and for Exclusive Use.**

**PART 1 – DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Exclusive Use Area** means the common property area reasonably required to keep the Works and being the area described as "Proposed route of new cable on existing perforated cable tray concealed above Level 9 ceiling" depicted in the plan titled "Proposed cable layout for Lot 58 metre separation" and the areas described as "Proposed Apt.912 metre" and "Proposed Apt.912 switch" in the plan titled "Proposed change on Level 9's electrical riser (main switch board)", attached to this by-law.
- (c) **Insurance** means:
  - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
  - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance, if required.
- (d) **Lot** means Lot 58 in Strata Plan 72241.
- (e) **Owner** means the owner of the Lot from time to time.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration no. 72241.
- (g) **Works** means the installation of wires, a circuit breaker and an electricity meter to the Exclusive Use Area in accordance with the plans titled "Proposed cable layout for Lot 58 metre separation" and "Proposed change on Level 9's electrical riser (main switch board)" and job description prepared by Stacey Electrical Services and attached to this by-law.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2 – GRANT OF RIGHT**

- 2.1 The Owner is authorised to install and keep the Works in the Exclusive Use Area.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area once the Works have been completed.

## **PART 3 – CONDITIONS**

### **PART 3.1 – Before Commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (c) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent.
- (d) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (e) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law; and
- (f) effect and maintain Insurance and provide a copy to the Owners Corporation.

### **PART 3.2 – During Construction**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this b-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 – After Construction**

3.3 After the Works have been completed the Owner must without unreasonably delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) 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;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

### **PART 3.4 – Enduring Rights and Obligations**

3.4 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

**Job description and list of materials for Lot 58's electricity metre separation:**

**Job description:**

Description from Energy Australia's contractor 'Stacey Electrical Services' on the proposed work:

"The wires would mainly run through the roof (ceiling) space of the common hallway and concealed where possible. The only area we may need to cut holes in the ceiling would be inside the unit to penetrate through walls and to get down to the board."

"Supply and install new 63Amp circuit breaker for tenant 912. Install new 100Amp metre and 16mm twin sub-mains to circuit board in unit."

"Access will be through existing down-lights and holes may need to be cut in ceiling to access unit area."

**List of materials:**

Contractor will provide and install:

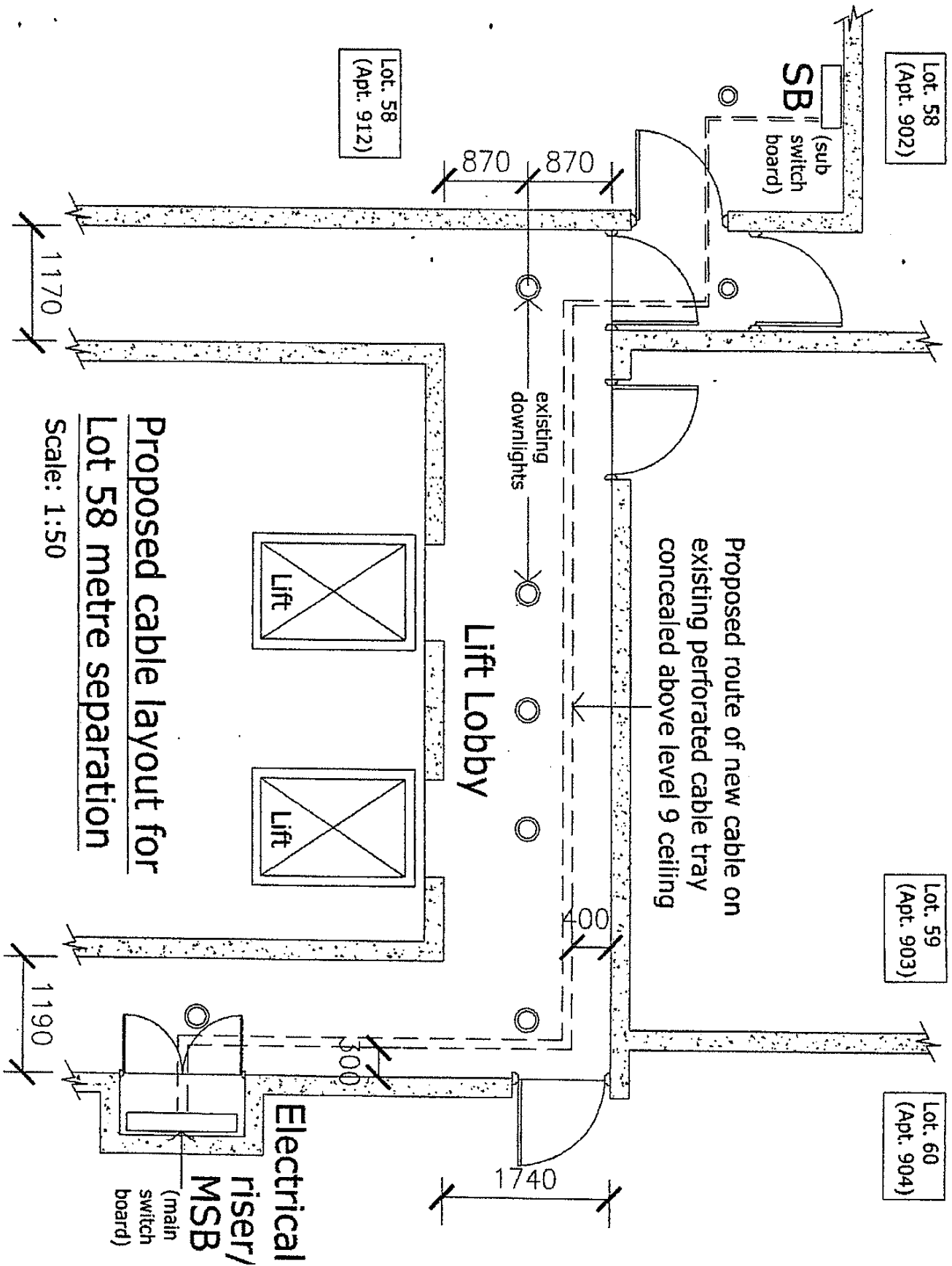
- New 100A single phase whole current meter (its dimension is as shown on the drawing),
- New 63A service protection fuse (circuit breaker),
- New consumer mains from MSB to Lot 58,
- New main isolator,
- New main switch,
- New electrical cables.

Once installed, all material above should be concealed either above the Common Property ceiling space, inside service area where Electrical Riser is located on Level 9; or within the confine of Lot 58.

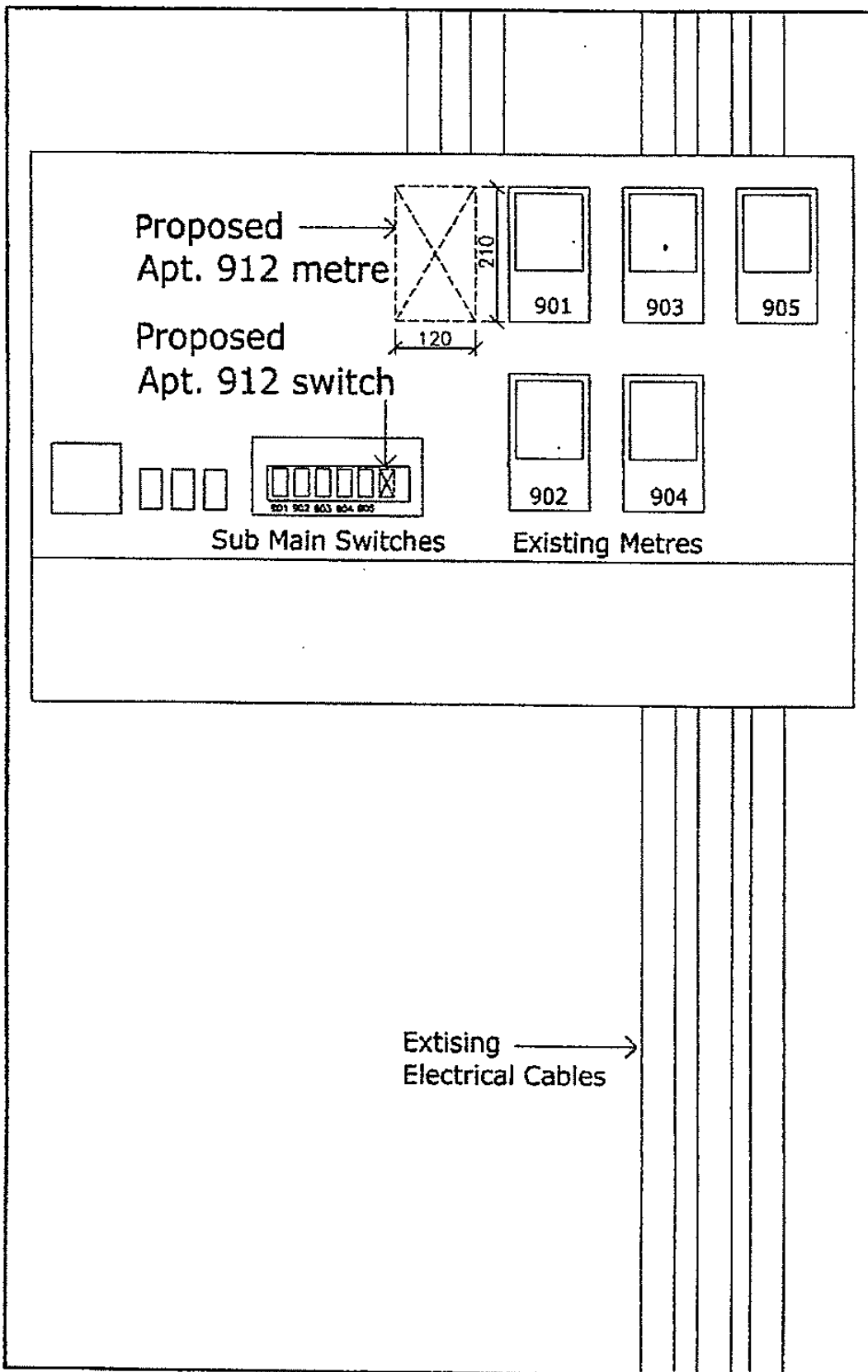
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**Additional minor repair:**

In addition to electrical contractor, I will also be responsible for the cost of minor repair work carried out by approved plasterer and painter in the case if any holes were made in ceiling of Level 9's Common Property for the purpose of completing proposed metre separation.



**Proposed cable layout for  
Lot 58 metre separation**  
Scale: 1:50



**Proposed change on Level 9's  
electrical riser (main switch board)**

Scale: 1:10



**Special By-Law 2 – Lot 20 – Works (AH306990A)**

**By-Law to authorise the Owner of Lot 20 to add to, alter and erect new structures on the common property and for Exclusive Use**

**PART 1 – DEFINITIONS & INTERPRETATION**

1.2 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Exclusive Use Area** means the common property area reasonably required to keep the Works and being the area described as "New sub-main route" depicted in the plan titled "New sub-main wiring route for separation of supply of Unit 304" and the circuit breaker and electricity meter to be installed on Level 3's electrical riser (main switch board) as described in job description prepared by Stacey Electrical Services as "E1 Metering" and "63A CB", attached to this by-law.
- (c) **Insurance** means:
  - (iv) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
  - (v) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (vi) workers compensation insurance, if required.
- (d) **Lot** means Lot 20 in Strata Plan 72241.
- (e) **Owner** means the owner of the Lot from time to time.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration no. 72241.
- (g) **Works** means the installation of wires, a circuit breaker and an electricity meter to the Exclusive Use Area in accordance with the plans titled "New sub-main wiring route for separation of supply of Unit 304" and job description prepared by Stacey Electrical Services and attached to this by-law.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2 – GRANT OF RIGHT**

2.1 The Owner is authorised to install and keep the Works in the Exclusive Use Area.

2.2 The Owner has the exclusive use of the Exclusive Use Area once the Works have been completed.

**PART 3 – CONDITIONS**

**PART 3.1 – Before Commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (c) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent.
- (d) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (e) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law; and
- (f) effect and maintain Insurance and provide a copy to the Owners Corporation.

**PART 3.2 – During Construction**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 – After Construction**

3.3 After the Works have been completed the Owner must without unreasonably delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) 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;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

### **PART 3.4 – Enduring Rights and Obligations**

3.4 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## **Special By-Law 3 – Electronic Communications (AH897813W)**

### **PART 1.1 – PREAMBLE**

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

### **PART 1.2 – GRANT OF RIGHT**

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to send and receive Electronic Communication with the Owner as set out in Part 3.

### **PART 1.3 – THIS BY-LAW TO PREVAIL**

1.3 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 shall prevail to the extent of that inconsistency.

## **PART 2 – DEFINITIONS & INTERPRETATION**

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) **Act** means the *Strata Schemes Management Act 1996*.

- (b) **Electronic Communication** means a document or instrument, including but is not limited to, general communication, notice of any meeting and proxy form (for the purpose of Clause 11 of Schedule 2 to the Act), the content of which is in an electronic media format only.
- (c) **Lot** means any lot in strata plan 72241.
- (d) **Owner** means the owner from time to time of the Lot.
- (e) **Owners Corporation** means the owners corporation constituted on the registration of strata plan 72241.
- (f) **Strata Scheme** means the strata scheme relating to strata plan 72241.

## 2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

## PART 3 – CONDITIONS

- 3.1 The Owners Corporation may send to, and receive from, Owner any Electronic Communication if, before the communication commences, the Owner does the following:
- (a) provides the Owners Corporation with an email address;
  - (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
  - (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
- 3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to Clause 3.1 of this by-law remains valid for the purpose of sending, and receiving, any and all Electronic Communication with the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
- 3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to Clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
- (a) the communication is received in accordance with the notice period under the Act;
  - (b) the communication is in the form prescribed by the *Strata Schemes Management Regulation 2010*; and
  - (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to Clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
- 3.4 the Owner agrees that an email address provided pursuant to Clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the *Electronic Transactions Act 2000* for any Electronic Communication originating from it.

## **Special By-law 4 Short Term Letting (AK744332V)**

### **By-law regarding compliance with development consent conditions and environmental planning instruments etc.**

## PART 1 – DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) **Lot** means a lot in strata scheme 72241.
- (c) **Occupier** means the occupier of a Lot from time to time.

- (d) **Owner** means the owner of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 72241.
- (f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW) including any amending and replacing legislation.
- (g) **Short Term Letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for valuable consideration, whether by payment of a fee or other arrangement, other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.
- (h) **Tenancy Agreement** has the same meaning as within the Residential Tenancies Act.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2 - RIGHTS**

- 2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.
- 2.2 An Owner must notify the Owners Corporation, within 30 days of entering into a Tenancy Agreement, of the:
  - (a) name of the lessee or tenant;
  - (b) telephone number, postal address and, if available, email address for the tenant;
  - (c) date of commencement of any occupancy allowed under the Tenancy Agreement;
  - (d) name and address of any letting agent in relation to the Tenancy Agreement.
- 2.3 An Owner or Occupier shall not at any time breach:
  - (a) any development consent condition of the Owners Corporation; and
  - (b) any Environmental Planning Instrument.

### **Special By-Law 5 - Limit on occupancy (AM924830B)**

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

### **Special By-Law 6 - Minor renovations by owners – delegation of functions (AM924830B)**

1. The owners corporation:

- a) **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

- b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).