STRATA PLAN 88653

BY-LAWS

EDEN

19-31 GOOLD STREET
CHIPPENDALE NSW 2008

Consolidated and registered: 21 January 2021

STRATA PLAN 88653

TABLE OF CONTENTS

An instrument setting out terms of by-law intended to be created on registration of the strata plan 3
CONTENTS 3
DICTIONARY 3
MODEL BYLAWS ADOPTED 3
MAINTENANCE OF WINDOW AND LOUVRES 3
APPEARANCE OF LOT GENERALLY 4
WASTE DISPOSAL AND COLLECTION 4
FIRE SAFETY MEASURES 4
STRATA SCHEMES MANAGEMENT REGULATION 2010 SCHEDULE 2 6
Model by-laws 1 – 22 for residential schemes 6
By-law 1 - Noise 6
By-law 2 - Vehicles 6
By-law 3 - Obstruction of common property 6
By-law 4 - Damage to lawns and plants on common property 6
By-law 5 - Damage to common property 6
By-law 6 - Behaviour of owners and occupiers 7
By-law 7 - Children playing on common property in building 7
By-law 8 - Behaviour of invitees 7
By-law 9 - Depositing rubbish and other material on common property 7
By-law 10 - Hanging out of washing 7
By-law 11 - Preservation of fire safety 7
By-law 12 - Cleaning windows and doors 8
By-law 13 - Storage of inflammable liquids and other substances and materials 8
By-law 14 - Changes to floor coverings and surfaces 8
By-law 15 - Floor coverings 8
By-law 16 - Garbage disposal 8
By-law 17 - Keeping of animals 9
By-law 18 - Appearance of lot 9
By-law 19 - Change in use of lot to be notified 10
By-law 20 - Provision of amenities or services 10
By-law 21 - Compliance with planning and other requirements 10
By-law 22 - Service of documents on owner of lot by owners corporation 10
Special by-law no. 1 – Compliance with planning and other laws 10
Special by-law no. 2 – Use of parking spaces 11
Special by-law no. 3 – Rules and recovery of costs by owners corporation 12

AN INSTRUMENT SETTING OUT TERMS OF BY-LAW INTENDED TO BE CREATED ON REGISTRATION OF THE STRATA PLAN

CONTENTS

1. Dictionary
2. Adoption of model bylaws
3. Maintenance of Windows and louvers
4. Appearance of Lot generally
5. Fire Safety Measures

DICTIONARY

1.0 In these bylaws:

Act is the Strata Schemes Management Act 1996 as amended

Council means the Sydney City Council

Executive Committee has the same meaning it has in the Act.

Owner means the Proprietor of a particular lot or lots from time to time, and where there are more than one owner, it means each owner jointly and severally.

Proprietor includes the Owner, its tenants, occupiers and assigns.

MODEL BYLAWS ADOPTED

1.1 Unless these bylaws specify a bylaw to the contrary, the Model Bylaws for Residential Strata Schemes contained in Schedule 2 of the Strata Schemes Management Regulation 2010 are hereby adopted.

1.2 Option B at item 17 of the Model Bylaws for Residential Strata Schemes is hereby adopted.

1.3 To the extent that these bylaws are inconsistent with the model Bylaws for Mixed Use Strata Schemes, these bylaws shall prevail.

MAINTENANCE OF WINDOW AND LOUVRES

1.4 Windows and louvers on the facade of the building will form part of the common property.

1.5 Each Owner shall regularly clean all internal and exterior surfaces of glass, aluminium framing and louvers located on the eastern elevation of the building facing Goold Street which are at the boundary of the lot, including so much as is common property, but except for those surfaces which cannot be reasonably accessed by the owner or occupier of the lot safely or at all.

1.6 An Owner or occupier must not re-paint, alter, change or re-decorate any louvers unless it has the Owner's Corporation's Consent.

1.7 If an Owner does not comply with its obligation referred to in clause 1.5, the Owners Corporation may undertake that activity, and may levy that Owner for the cost incurred.

1.8 Nothing in these bylaws obliges an Owner to repair, fix or replace any louver or window that forms part of common property.

1.9 Each Owner shall regularly clean the internal face of any windows facing the western elevation of the building. The Owners Corporation will be responsible for cleaning and maintaining the louvers and external glass surfaces on the western elevation of the building.

APPEARANCE OF LOT GENERALLY

1.10 The Owner or an occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from the outside of the lit, is not in keeping with the rest of the building.

1.11 All furniture within balconies or winter gardens must be unobtrusive and in keeping with the aesthetics of the building.

l.12 Pots containing plants are to be in neutral tones and the plants are to be unobtrusive.

WASTE DISPOSAL AND COLLECTION

1.13 An owner or occupier of a lot:

(a) is to remove their own waste from their unit and dispose of such waste at the designated garbage storage area nominated by the owners corporation

(b) is to ensure that they separate recyclable materials from other waste

(c) is to ensure that the designated garbage storage area is kept clean and safe at all times

(d) must ensure that before refuse is placed in a receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(e) must promptly remove any thing which the owner, occupier may have spilled in the designated garbage storage area and must take such action as may be necessary to clean the area within which that thing was spilled.

1.14 The Owners Corporation is obligated to maintain its own rubbish bins and organise collection and waste management systems via a private contractor at its own cost. The rubbish bins will be stored in the areas of common property in the basement levels and the contractor will be required to attend as often as need be to ensure that the waste system is not compromised.

1.15 The obligations under clause 1.14 will be ongoing and notwithstanding that Council may impose levies, rates or fees upon either the Owners Corporation or owners in respect to waste management, irrespective of whether or not Council provides such waste management services to the property.

FIRE SAFETY MEASURES

1.16 The owners corporation must comply with sections 177, 182, 183, 184, 185 and 186 of the Environmental Planning and Assessment Regulation 2000 and in particular, and without limiting this requirement, must:

(a) Cause to be given to the local council an annual fire statement for the building in accordance with section 177 of the Environmental Planning and Assessment Regulation 2000

(b) Give a copy of the annual fire safety statement to the Fire Commissioner and display a copy of the annual fire statement prominently in the building.

(c) Maintain essential fire safety measures within the building premises as required by clause 182 of the Environmental Planning and Assessment Regulation 2000

(d) Display a fire safety notice as required by and in accordance with clause 183 of the Environmental Planning and Assessment Regulation 2000

(e) Ensure that owners and their invitees comply with these bylaws.

1.17 An owner or occupier must not:

(a) place anything that may impede the free passage of persons:

a. in a stairway, passageway or ramp serving as or forming part of a building's fire exit, or

b. in a path of travel leading to a building's fire exit, or

c. interfere with, or cause obstruction or impediment to, the operation of any fire doors providing access to a stairway, passageway or ramp serving as or forming part of a building's fire exit, or

d. remove, damage or otherwise interfere with a notice referred to in these bylaws.

1.18 An owner or occupier must not:

(a) without lawful excuse, interfere with, or cause obstruction or impediment to, the operation of any door that:

a. serves as or forms part of a building's fire exit, or

b. is situated in a path of travel leading to a building's fire exit, or

(b) without lawful excuse, obstruct any doorway that:

a. serves as or forms part of a building's fire exit, or

b. is situated in a path of travel leading to a building's fire exit.

SCHEDULE 2 OF STRATA SCHEMES MANAGEMENT REGULATION 2010 (NSW) MODEL BY-LAWS 1 – 22 FOR RESIDENTIAL SCHEMES

By-law 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 of any person lawfully using common property.

By-law 2 - Vehicles

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

By-law 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.

By-law 4 - Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

By-law 5 - Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or 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,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 clause (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 clause (3) that forms part of the common property and that services the lot.

By-law 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.

By-law 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.

By-law 8 - Behaviour of invitees

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

By-law 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.

By-law 10 - Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

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

By-law 11 - Preservation of fire safety

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

By-law 12 - Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-law 13 - Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 14 - 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 the increase in noise transmitted from that lot to any other lot. The notice must specify the type of the 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 authorisation for the changing of the floor covering or surface concerned.

By-law 15 - 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 or another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-law 16 - 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 condition 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 garbage, 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), and

(e) must not place any thing 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 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 garbage, 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

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

(a) comply with the local council's requirement 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, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with local council's requirements.

By-law 17 - Keeping of animals

Option B

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners 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 owners corporation must not unreasonably withhold its approval of the keeping 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 which 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.

By-law 18 - Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 19 - Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-law 20 - 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 in clause (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.

By-law 21 - Compliance with planning and other requirements

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

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-law 22 - Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address of the service of notices and the document is sent to that address.

Special by-law no. 1 – Compliance with planning and other laws

(1) The owner, occupier or lessee of a lot:

(a) must comply with all laws that are applicable to the lot including but without limiting the generality of the foregoing laws relating to the state, maintenance or use of the lot;

(b) must ensure that the lot is not used for any purpose or altered in any way that is prohibited by any law and is maintained in accordance with the law;

(c) must ensure that the lot is not used for any purpose or altered in a way for which a consent or other authorisation must be obtained under any law without the consent or authorisation; and

(d) must not carry on, engage in, operate, permit or suffer to permit, on a lot or common property, an activity, business, trade or undertaking that is prohibited by law or for which a consent or other authorisation must be obtained under any law without that consent or authorisation; and

(e) must not, in the case of an owner, allow more than 2 occupiers (not including occupiers below 16 years of age) per bedroom in their lot (being a bedroom in existence in accordance with law).

(2) In this by-law the word "law" includes any Act (such as the Environmental Planning and Assessment Act 1979 (as amended), statutory rule, regulation, by-law, ordinance or environmental planning instrument made under an Act and the terms of any applicable development consent given by the local council within whose boundaries the strata scheme is located. The word "law" also specifically includes any Sydney City Council Local Environmental Plan to the extent that it has application at law.

(3) If any law requires that the proposed use of a lot is only permissible with development consent, then no owner or occupier can use or permit to be used a lot for that purpose unless that owner or occupier has obtained that development consent and provided evidence of that development consent to the owners corporation.

(4) Any owner or occupier of a lot in breach of this by-law must indemnify and keep indemnified the owners corporation against all legal and other costs which may be incurred by the owners corporation arising out of any proceedings by or against that owner or occupier due to a breach of this by-law, in the NSW Civil & Administrative Tribunal or in any other jurisdiction. The owners corporation may recover such amount as a liquidated debt immediately due and payable.

(5) If any part of this by-law is found to be void or unenforceable, then that part is to be severed from this by-law and will not affect the enforceability of any other part of this by-law.

Special by-law no. 2 – Use of parking spaces

1. Introduction

This by-law restricts the use of parking spaces and prohibits you using your parking space for storage.

2. Definitions

In this by-law:

"**goods**" means any chattels, goods, personal belongings, personal property or rubbish;

"**lot**" means any lot in the strata scheme;

"**parking space**" means a parking space that is or forms part of a lot;

"**storage container**" means a storage container of a type and style approved by the owners corporation or its strata committee for installation and use by owners and occupiers of lots in a parking space in accordance with this by-law, and being of such size and dimensions as to ensure compliance with the by-law terms in clause 3 of this by-law, with respect to a parking space.

"**you**" means an owner or occupier of a lot, and "**your**" has a corresponding meaning.

3. Use of Parking Spaces

3.1. You must ensure that your parking space is not used for any purpose other than for the purpose of parking a motor vehicle or motor cycle and placing or keeping one (1) storage container at the rear of the parking space.

3.2. If you keep one (1) storage container at the rear of your parking space, you must ensure that there is sufficient room for a motor vehicle or motor cycle to be parked wholly within your parking space.

3.3. You must ensure that any motor vehicle or motor cycle in your parking space is parked wholly within the boundaries of your parking space and does not encroach onto any other parking space or any part of the common property.

3.4. You must not keep or store, or permit another person to keep or store, any goods in your parking space unless those goods are kept or stored inside the storage container that is able to be placed or kept at the rear of the parking space.

3.5. If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

4. Breach of this By-Law

4.1. If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may rectify any such breach, including by entering on any part of the Common Property or the Lot, by its agents, employees or contractors for the purposes of rectifying any such breach and recover as a debt due from you the costs of rectifying any such breach together with the expenses of the owners corporation in recovering those costs including legal costs on an indemnity basis.

4.2. Nothing in this clause 4 operates to restrict the rights or remedies available to the owners corporation as a consequence of a breach of this by-law by you.

Special by-law no. 3 – Rules and recovery of costs by owners corporation

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**car lift costs**" means any cost or expense we incur repairing any damage to the car lift arising out of or as a result of your breach of this by-law;

2.3 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;

2.4 "**demand**" means a written demand from us to you;

2.5 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.6 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;

2.7 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including car lift costs, cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, parking costs, parking space by-law breach costs, remedy expenses and repair costs;

2.8 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.9 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.10 "**fire alarm**" means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;

2.11 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;

2.12 "**interest**" means interest payable on expenses in accordance with this by-law;

2.13 "**invitee**" includes a guest or contractor;

2.14 "**key**" means any key to access the strata scheme or your lot;

2.15 "**key charges**" means any cost or expense incurred by us issuing you with a replacement key;

2.16 "**lot**" means a lot in the strata scheme;

2.17 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.18 "**owner**" means an owner of a lot;

2.19 "**parking costs**" means any cost or expense we incur issuing a parking notice or moving or removing including by towing a vehicle that is parked in breach of this or any other by-law;

2.20 "**parking notice**" means a notice issued by us in respect of a vehicle that is parked on the common property in breach of this or any other by-law being a notice that is issued by us to you or that is left on or near the vehicle concerned;

2.21 "**parking space by-law breach costs**" means any cost or expense we incur as a result of your breach of the parking space by-law;

2.22 "**parking space by-law**" means the by-law headed "Use of Parking Spaces" passed by the owners corporation in general meeting;

2.23 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.24 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.25 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.26 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.27 "**strata scheme**" means the strata scheme to which this by-law applies;

2.28 "**us**" or "we" means the owners corporation; and

2.29 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 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.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without our approval in writing (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).

4.5 You must ensure that you use any garbage chute on common property for its intended purpose and not improperly use such garbage chute.

4.6 You must not dirty or soil the common property.

4.7 You must not park a vehicle on the common property without our prior written approval (except where permitted by the Strata Act or a by-law).

4.8 You must not do anything that causes an insurance premium payable by us to increase.

4.9 You must not cause a denial of access.

4.10 You must not lose a key.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;

(b) interest; and

(c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.