

STRATA PLAN 46580 BY-LAWS

Princes Gardens
156–164 Chalmers Street
Surry Hills NSW 2010

STRATA PLAN 46580 BY-LAWS

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By-law 1 – Noise

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

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.

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

An owner or occupier of a lot must not:

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

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.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 – Drying of laundry items

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

By-law 11 – Cleaning windows and doors

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

By-law 12 – Storage of inflammable liquids and other substances and materials

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

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

By-law 13 – Moving furniture and other objects on or through common property

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

By-law 14 – Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

By-law 15 – Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

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

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 – Keeping of animals

Subject to section 49(4) of the Strata Schemes Management Act (1996) an owner or occupier of a lot must not keep any animal on the lot or the common property.

By-law 17 – Appearance of lot

(1) Subject to clause (2) of this by-law, the owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) The owner or occupier of a lot must not, without the written consent of the owners corporation, install or maintain external curtains, blinds, window coverings or the like which is visible from outside the building or from another lot or common property. The curtain, blind, window covering or the like must conform with the following:

(a) Type: Material external blinds. The installation of blinds are only available to west facing balconies in block A.

(b) Fabric Type and Model/Fabric colour: docril Nautica Waterproof, Colour 114 Pepper

(c) Model: 'Goodearl fabric systems SC 670 straight drop screen".

(d) The curtain, blind, window covering must conform with specifications stipulated in writing by the Executive Committee.

(e) That the owner or occupier of the lot shall be responsible for the upkeep, maintenance and cleaning of the blinds as the blinds do not form part of common property.

(f) In the event that the blinds are deemed by the Executive Committee to be poorly maintained or no longer in keeping with the rest of the building, they must be removed or replaced at the cost of the owner or occupier within 90 days or as agreed to by the Executive Committee.

(3) 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 18 – Notice board

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

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).

Special by-law no. 1 – Smoking

A proprietor or occupier of a lot shall not, and shall take all reasonable steps to ensure that his invitees do not, smoke cigarettes, cigars, pipes, tobacco or any other substance when on the Common Property.

Special by-law no. 2 – Depositing rubbish

A proprietor or occupier of a lot shall not, and shall take all reasonable steps to ensure that his invitees do not, deposit any rubbish, dirt, dust or other litter on the Common Property, unless that person is depositing it in a receptacle for garbage.

Special by-law no. 3 – Use of swimming pool, spa & sauna

A proprietor or occupier of a lot shall not permit his invitees to use the parcel's swimming pool, spa or sauna, unless accompanied by an adult proprietor or occupier.

Special by-law no. 4 – Keep parking space clean

A proprietor or occupier of a lot shall keep any parking space which he is entitled to use clean and tidy and free of grease, oil, dirt, rubbish and other material.

Special by-law no. 5 – Parking of vehicles

1. No one shall park a vehicle in an area other than their designated parking space.
2. No one but a visitor shall park a vehicle in visitors parking space.
3. Residents are to ensure that visitors use the parking space casually only.
4. Caravans, trailers and boats cannot stand on a parking space except for immediate loading or unloading except where parked in a residents designated parking space.
5. Vehicles of more than 3 tonnes, unladen, are not allowed on the common property other than for the delivery or removal of residents property, unless with the prior written consent of the Owners Corporation.
6. If there is a breach of the above By Laws, the Owners Corporation can
 - (i) detain by affixing locking clamps or other devices; remove by arranging for towing and or external storage; engage a company to provide the service of removal of the vehicle.
 - (ii) charge a fee of \$100, which will be varied from time to time, and recover incidental expenses, from the owner of the vehicle.
7. Under cover car spaces cannot be rented or lent to those who reside outside the complex.
8. Renting of car spaces to third parties

Any rental of a car space to a person who is not an occupier or owner of a lot requires the owner or the occupier to provide to the owners corporation the renters name, mobile phone number, drivers licence number, duration of lease and vehicle registration. Any person renting a car space and who is not an occupant of the building will be issued an access tag that only provides access to the garage.

Special by-law no. 6 – Service of documents on owner of a 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 e-mail address for the service of notices and the document is sent to that address.

Special by-law no. 7 – By-law to regulate works to common property within lots

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) **Bathroom Works** means the additions and alterations undertaken by an Owner or Occupier to the bathroom of their lot and to the common property specified in the Required Documents being all building works and all related services supplied to effect the installation of new tiles and/or plumbing.
- (c) **Kitchen Works** means the additions and alterations undertaken by an Owner or Occupier to the kitchen of their lot and to the common property specified in the Required Documents, being all building works and all related services supplied to effect the installation of new tiles and/or plumbing.
- (d) **Flooring Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot.

(e) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(ii) insurance 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.

(f) **Lot** means a lot in strata scheme 46580.

(g) **Owner or Occupier** means the owner or occupier of a lot in strata scheme 46580.

(h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 46580.

(i) **Required Documents** means;

(i) existing plans and drawings;

(ii) proposed plans and drawings;

(iii) if the plans and drawing do not adequately describe the works a description of the works;

(iv) in respect of any proposed Flooring Works, details of the current and proposed flooring system, and if the Owner or Occupier is proposing to change the flooring system, a report from an acoustic engineer nominated by the Owners Corporation about the proposed flooring system which provides that it complies with the scheme's by-laws;

(v) a draft section 65A motion and section 65A and 52 by-law in the form of the attached template ("Future Works and Exclusive Use By-Law Template"); and

(vi) any other document reasonably required by the Owners Corporation.

(j) **Standards** means the Building Code of Australia within the meaning of the Environmental Planning and Assessment Act 1979 and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(k) **Works** means the Bathroom Works, Kitchen Works and/or Flooring Works.

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 or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

Part 3.1 Flooring works

3.1 An Owner or Occupier undertaking Flooring Works must:

(a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot in accordance with registered By-law 14 if that Owner or Occupier is seeking to undertake the Works relating to the installation of hard surface flooring; and

(b) if that Owner or Occupier is seeking to undertake the Bathroom Works, Kitchen Works or Flooring Works within laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

Part 3.2 Before commencement

3.2 Before commencement of the Works the Owner or Occupier must:

(a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;

- (b) obtain approval for the Works from the Owners Corporation which may be in the form of:
 - (i) a motion under section 65A of the Act; and/or
 - (ii) a by-law under section 52 and/or 65A of the Act, granted to an Owner in the form of the attached Future Works and Exclusive Use By-Law Template;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) in respect of any proposed Flooring Works within the Lot, provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

Part 3.3 During construction

3.3 Whilst the Works are in progress the Owner or Occupier 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 Standards;
- (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 3 months 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 or Occupier must rectify that interference or damage within a reasonable period of time;
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 3.4 After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable 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;
- (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;
- (e) comply with any requirement to lodge a building alteration plan in accordance with section 14 of the Strata Schemes (Freehold Development) Act 1973; and
- (f) in respect of any proposed Flooring Works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents,

Part 3.5 Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (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 no. 8 – Not utilised

Special by-law no. 9 – Bathroom renovations unit 49

A. DEFINITIONS

"Owner" means the Owners of Lot 49 in Strata Plan 46580.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works proposed to be performed or already completed, enclosed herewith and marked 'Enclosure 1' (or as otherwise submitted and approved by the Owner's Corporation).

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

(A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and

(B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. MAINTENANCE

(A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. DOCUMENTATION

Before commencing the Building Works, the Owner must submit the following documents relating to the Building Works to the Owners Corporation for approval:

(A) a Schedule of Works (if substantially amended from those set out in Enclosure 1);

(B) structural specifications (if required); and

(C) any other document reasonably required by the Owners Corporation.

3. APPROVALS

(A) The Building Works must be compliant with Australian Standards.

(B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;

(I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and

(II) any other relevant statutory authority whose requirements apply to the Building Works.

4. INSURANCE

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances, to the extent that each is required:

(A) insurance required under the Home Building Act 1989;

(B) contractors' all works insurance;

(C) workers' compensation insurance; and

(D) public liability insurance for the amount of no less than \$10,000,000.

5. PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

6. LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

9. OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

10. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

Schedule of Works

Item 1: Upstairs Powder Room – new fittings

Scope includes:

1. Remove and dispose taps and vanity.
2. Install new vanity and taps, toilet roll holder & towel rail.

Item 2: Ensuite Bathroom – enlarged, with addition of shower over bath

- Will include a bath/shower combo, vanity and toilet
- Supply and install new ceiling and cornices
- Paint ceiling and cornices

Scope includes:

- 1: Remove vanity, toilet and sprout fitting (taps).
Remove bottom row of tiles and floor tiles in the bathroom floor.
- 2: Minor render and primer whole bathroom floor & bottom row of wall tiles.
3. Plumbing for bath/shower combo in ensuite bathroom
4. Supply and install primer (1 coat) and waterproofing coating (2 coats) to the floor, all walls inside shower and 150mm perimeter around bathroom and floor skirting
5. Retile walls to ceiling height using ceramic tiles (Includes extra for off cuts).

6. Retile floor using ceramic tiles - Total floor area to be tiled (Includes extra for off cuts).
- 7: Install vanity, bath/shower combo, toilet, tap fittings and shaving cabinet.
8. Remove and replace cornices and ceiling.
9. Re paint ceiling and cornices.
10. Supply and install new fully frameless shower screen bath panel
Bath must be recessed with a tiled landing around bath

Item 3: Main Bathroom – to be made smaller, not include a bath

- main will only include vanity, shower and toilet
- Exhaust fan in main bathroom to be relocated
- Supply and install new ceiling and cornices
- Paint ceiling and cornices

Scope includes:

1. Remove - Vanity, toilet, bath, tap fittings, shower screen and dispose.
2. Remove floor tiles and cement bed in the bathroom and dispose.
3. Remove wall tiles and dispose
4. Prepare walls and floors for waterproofing - Render walls
5. Plumbing: - Relocate water point for new toilet - Fitout
6. Supply and install primer (1 coat) and waterproofing coating (2 coats) to the floor, all walls inside shower and 150mm perimeter around bathroom and floor skirting
7. Retile walls to ceiling height using ceramic tiles (Includes extra for off cuts).
8. Retile floor using ceramic tiles - Total floor area to be tiled (Includes extra for off cuts).
9. Install - Vanity, toilet, tap fittings, towel rail, toilet roll holder.
10. Remove and replace cornices and ceiling.
12. Re paint ceiling and cornices.
13. Supply and install new fully frameless shower screen.

Diagram 1: Proposed move of wall between ensuite and main bathroom

Diagram 2: High-level schematic of fittings in main bathroom and ensuite

Special by-law no. 10 – Minor renovations by owners - delegation of functions

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

Special by-law no. 11 – Short term letting

A by-law with respect to short term letting.

1. Short-term letting

1.1 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

1.2 Residential Tenancies Act

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

Note. Section 258 of the *Strata Schemes Management Act 2015* requires lessors and sub-lessors to provide certain details to the Owners Corporation in respect of those leases or sub-leases or their assignment.

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

1.3 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

(a) for a fixed term; and

(b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

1.4 Liability for occupiers and invitees

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

1.5 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) a reference to a document, includes any amendment, replacement or novation of it;

(d) any reference to legislation includes any amending or replacing legislation;

(e) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(f) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(g) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(h) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(i) a term defined in the Management Act or Development Act will have the same meaning.

1.6 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

1.7 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

1.8 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

lot means a lot in the strata scheme;

Management Act means the Strata Schemes Management Act 2015;

owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

strata scheme means the strata scheme relating to the strata plan; and

strata plan means strata plan number 46580.