

**THE OWNERS – STRATA PLAN NO. 57164**

**DRAFT MOTION**

That the Owners Corporation specially resolves pursuant to Section 47 of the Strata Schemes Management Act 1996 to repeal all by-laws that were registered with Strata Plan No. 57164 and to repeal all special by-laws that have been registered on certificate of title CP/SP 57164 since 25 May 1998, other than special by-laws 1 and 2 approved on 23 February 1999 and special by-law 1 approved on 8 April 2003.

That the Owners Corporation specially resolves pursuant to Sections 47 and 52 of the Strata Schemes Management Act 1996 to make by-laws in the following terms:-

**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**

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

**BY-LAW 4 - GARDENS**

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.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (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 in accordance with all building and fire regulations 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, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

### **BY-LAW 6 - BEHAVIOUR**

An owner or occupier of a lot when on common property must be adequately clothed and must not use offensive 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**

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 - 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**

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 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.

### **BY-LAW 11 - CLEANING OF WINDOWS**

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

common property, unless exterior glass or part of the exterior glass cannot be accessed by the owner or occupier of the lot safely or at all.

2. The Owners Corporation is responsible to keep clean the exterior surface of glass in windows and doors comprised in the common property that cannot be access by the owner or occupier of the lot safely or at all.

#### **BY-LAW 12 – STORAGE OF 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**

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 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.

#### **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, bathroom or any other area tiled at the time of registration of the strata plan.

#### **BY-LAW 15 – GARBAGE DISPOSAL**

- (1) An owner or occupier of a lot must ensure that before refuse, recyclable material or waste is placed in receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

#### **BY-LAW 16 - ANIMALS**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except 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.

**BY-LAW 17 – APPEARANCE OF A LOT**

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

**BY-LAW 18 – NOTICE BOARD**

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

**BY-LAW 19 – USE OF LOT**

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 – VERMIN AND FILTERS**

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors, enter the lot at any reasonable time on notice given to any occupier of the lot.

**BY-LAW 21 – USE OF LIFT**

The proprietor of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

**BY-LAW 22 - RESTRICTIONS ON OCCUPATION**

- (1) The maximum number of adults permitted to reside in a two bedroom apartment is four (4).
- (2) The maximum number of adults permitted to reside in a one bedroom apartment is two (2).

**BY-LAW 23 - Controls on hours of operation and use of facilities**

- (1) The Owners Corporation may determine if it considers it is appropriate for the control, management and administration, use or enjoyment of the lots or the lots and common property

of the strata scheme, that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) An owner or occupier of a lot must comply with a determination referred to in sub-clause (1).

#### **BY-LAW 24 – AIR-CONDITIONING UNITS**

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within his lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned each month.

#### **BY-LAW 25 - SECURITY SERVICE**

- (1) In this by-law "security services" means goods or services that assist in maintaining and enhancing the security of the strata parcel and common property and includes agreements with service providers, the purchase and installation of security equipment, hardware, software and any other item that assists the Owners Corporation in its functions of managing and administering the common property and the strata plan.
- (2) In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers, authorities and functions:
  - (a) the power and authority to appoint or enter into agreements with a security company, or security companies and/or other providers of security services.
  - (b) the power and the authority to engage consultants and contractors for these purposes.
  - (c) the power and authority to apply the funds of the Owners Corporation to these purposes.

#### **BY-LAW 26 - USE OF FACILITIES**

The facilities situated on the common property of Strata Plan 57164 shall be used only by residents and their accompanied invitees. The Owners Corporation shall, from time to time, institute such systems to regulate the usage of facilities on the common property as it sees fit.

#### **BY-LAW 27 – COMMERCIAL SIGNAGE**

- (1) The registered proprietor or occupier of commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.

- (2) Should a registered proprietor or occupier breach this by-law, the Owners Corporation shall be entitled to seek to impose a penalty through the Strata Titles Board not exceeding \$5,000.

#### **BY-LAW 28 - USE OF COMMERCIAL PREMISES**

- (1) The Owners Corporation must grant consent to the use of any commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

#### **BY-LAW 29 - COMMERCIAL SIGNS**

- (1) All commercial signage in the development must be of a size and dimension, requiring approval by both the Executive Committee and the Sydney City Council prior to installation.
- (2) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law at the cost of the proprietor.

#### **SPECIAL BY-LAW 4 – 10% DISCOUNT - LEVIES**

That the Owners Corporation hereby determines generally that, commencing 1 February 2002 a person may pay 10 per cent less of a contribution levied if the person pays the contribution before the due date on which it becomes due and payable.

#### **SPECIAL BY-LAW 5 - HEIGHT BARRIERS AND BOLLARDS – PARKING LEVELS**

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, the Owners Corporation shall have the following powers:-

1. The power and the authority to acquire and to install height barriers for vehicles and bollards and chains ("the equipment") on common area parking levels (for the purpose of providing additional protection to owners' garages and for better management of traffic control) within the scheme.
2. The duty to maintain the equipment and its component parts in a state of good and serviceable repair.
3. The power and authority to engage consultants and contractors for these purposes.
4. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

## **SPECIAL BY-LAW 6 - SECURITY KEY POLICY**

### Definition

In this by-law:-

- (i) "keys" means security key cards which enable access to or from the Sussex Street and Day Street entrances to the parcel, the floor level on which an owner's lot is located and the parking level on which an owner's garage is located.
- (ii) "charges" means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price of keys and remote control units, as determined from time to time by the Owners Corporation.

The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the *Strata Schemes Management Act 1996*, or other Act:-

1. The authority to determine from time to time the charges payable and other contributions for the issue and use of keys and remote control units by owners and occupiers of lots.
2. The authority to restrict the issue of keys and remote control units to common property areas and facilities to owners and occupiers of lots to those who have complied with the conditions determined from time to time by the Owners Corporation.
3. The authority to keep a register of persons to whom keys or remote control units are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of the keys or remote control units for the purpose of cataloguing and re-issue.
4. The authority to alter the coding of keys and remote control units from time to time in order to maintain or improve security.
5. The power and authority to engage consultants and contractors for these purposes.
6. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

## **SPECIAL BY-LAW 7 - GARAGE DOORS**

An owner or occupier of a lot must not leave open or unlocked any garage door except when actually leaving, entering or being present in the garage.

## **SPECIAL BY-LAW 8 - MOVING FURNITURE/LARGE OBJECTS**

An owner or occupier of a lot must not move or transport furniture or large objects through or on common property unless such intention has been registered with the receptionist and a suitable time agreed upon together with a deposit of \$100, or such other amount the Executive Committee from time to time determines, such deposit to be refunded to the owner or occupier only after the caretaker is satisfied that no damage has been caused to the common property as a result of the movement or transport and that all personal property vested in the Owners

Corporation that may have been used in the move or transport has been returned in good condition.

### **SPECIAL BY-LAW 9 - BOOM GATES**

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers:-

1. The power and authority to acquire and to install boom gate/s or other vehicle restrictive device/s ("the equipment") within the scheme.
2. The duty to maintain the equipment and its component parts in a state of good and serviceable repair.
3. The power and authority to engage consultants and contractors for these purposes.
4. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

### **SPECIAL BY-LAW 10 - Air Quality Monitoring Station**

The Owners Corporation shall be authorised to enter into a licence agreement with Boulderstone Hornibrook Bilfinger Berger Cross City Tunnel Joint Venture ABN 85 947 915 435 permitting (if necessary) the exclusive occupation of part of the common property for an air quality monitoring station, which agreement shall be on such terms and conditions as are approved by the Executive Committee.

### **SPECIAL BY-LAW 11 - NOTICE OF MEETINGS**

The Owners Corporation will distribute to each owner of Strata Plan 57164 by email (provided that a current email address has been notified in writing to the Owners Corporation through the strata manager) written Notices of Executive Committee Meetings and Minutes of those Meetings.

### **SPECIAL BY-LAW 12 - FIRE DOORS**

1. Lot owners will not permit that the fire door which permits entry to that lot is improved or altered in a manner which renders the fire door non-compliant with the Building Code of Australia.
2. Where the fire door which permits entry to an individual lot has been improved or altered since its original installation (whether by installation of non-compliant locks, unimproved deadlocks being installed, the automatic door closer being disconnected or in any other manner) and that improvement or alteration results in the fire door being non-compliant with the Building Code of Australia for the purposes of the annual certification for the Owners Corporation, the costs incurred by the Owners Corporation to carry out the works necessary to bring the door into compliance with the Building Code of Australia will be charged to the levy lot account of the owner of the relevant lot.

**SPECIAL BY-LAW 13 - RECOVERY OF COSTS INCURRED BY FALSE ALARMS**

## Part 1: Preamble-introduction

This is a by-law made under the provisions of Division 3 of Part 5 of Chapter 2 of the *Strata Schemes Management Act* 1996 for the control, management, administration, use and enjoyment of lots and common property. The by-law is made because of the great expense being incurred by the Owners Corporation as a result of the New South Wales Fire Brigade attending false alarms at the scheme. The effect of the by-law is to enable the Owners Corporation, in certain circumstances, to recover the cost incurred from the owner of a lot from whence a false alarm originates.

## Part 2: Definitions and interpretation

In this by-law:

1. "False alarm charge" means the charge made upon the Owners Corporation by the New South Wales Fire Brigade for attending a false alarm.
2. Words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act* 1996 have the meaning given to them in that Act.
3. All parts of this by-law, including the introduction, are to be considered in the interpretation of the by-law.

## Part 3: Terms

1. The Owner of a Lot will be liable to compensate the Owners Corporation in respect of any false alarm charge where the false alarm is established to have originated from the Lot as a consequence of negligence or carelessness by the occupier or invitee of that occupier.
2. For the purposes of this by-law the terms negligence and/or carelessness include, but are not limited to, inadequate ventilation when cooking, burning food and/or carrying out works in a lot.
3. The Owners Corporation may require payment from an Owner in accordance with paragraphs 1 and 2.
4. The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice on the Owner.
5. A charge if not paid at the end of one month after it becomes due and payable bears until paid, simple interest at an annual rate of 10%.
6. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

### **SPECIAL BY-LAW 14 - EQUIPMENT FOR THE RECEPTION AND CONCEIRGE AREAS**

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers, authorities and functions:-

- (a) the power and authority to purchase equipment, furniture and other chattels for use in the reception and concierge areas and other common areas.
- (b) the power and the authority to engage consultants and contractors for these purposes.
- (c) the power and authority to apply the funds of the Owners Corporation to these purposes.

### **SPECIAL BY-LAW 15 - USE OF COMMON PROPERTY BY BUILDING MANAGER**

1. In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation through its Executive Committee shall have the power and authority to allow the Building Manager to use specified areas of common property to enable the Building Manager to best discharge its duties.
2. In granting the Building Manager use of common property, the Executive Committee may specify the purpose for which the subject common property may be used and the terms and conditions of such use.
3. The Owners Corporation may in its discretion, acting reasonably, terminate the use of common property by the Building Manager under the terms of this by-law.
4. The Building Manager shall comply with the directions of the Owners Corporation under this by-law.

### **SPECIAL BY-LAW 16 - INTERCOM HANDSETS**

#### Introduction

Intercom handsets that form part of the security system within the building are being damaged through excessive wear and tear. The purpose of this by-law is to make it clear that while the Owners Corporation will meet the costs of the security system the owners of lots will pay the costs of replacement of equipment that is damaged through excessive wear and tear.

#### Definitions and Interpretation

- (1) In this by-law "Capital Replacement" means the cost of replacing intercom handsets for the intercom system at such time as the security system of the strata scheme is modified or upgraded or the whole system is repaired but does not include the cost of replacing such phone damaged by excessive wear and tear.
- (2) "Intercom handset" means all of the parts of the intercom and security system located within a lot.

- (3) The owner of a lot shall be responsible for all costs of maintenance repair and replacement of an intercom handset other than costs of Capital Replacement.

**SPECIAL BY-LAW 17 - COMPLIANCE WITH ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

A: Definitions and interpretation

In this by-law:

1. "Council" means the state or local government body or planning authority with authority to determine applications under the *Environmental Planning and Assessment Act 1979*.
2. "Serviced apartment" means a residential lot within the strata scheme:
  - (a) used to provide short-term accommodation, but not subject to a residential tenancy agreement within the meaning of the *Residential Tenancies Act 1987*, and
  - (b) cleaned or serviced by the owner or manager of the building (or the agent of the owner or manager), and
  - (c) which provides short-term accommodation for persons who have their principal place of residence elsewhere.
3. In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act.

B. Terms

1. An owner, occupier or lessee of a Lot must comply with any law concerning the use of the lot, including the terms of Development Consent and any environmental planning instrument under the *Environmental Planning and Assessment Act 1979*.
2. Without limiting the terms of paragraph 1 hereof:
  - (a) A residential lot may be only owner-occupied or occupied by a tenant subject to a tenancy agreement under the *Residential Tenancies Act 1987* (or amending legislation).
  - (b) A residential lot may not be let or used as a serviced apartment.
3. If an owner, occupier or lessee of a lot fails to comply with the terms of this by-law and as a consequence Council issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979* in relation to that lot then the owner, occupier or lessee must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.
4. The terms of this by-law are additional to the terms of by-law 22 that limits occupation to a maximum of 4 adults in a two bedroom apartment and 2 adults in a one bedroom apartment.

## **SPECIAL BY-LAW 18 - NOTICE OF LEASE AND OBLIGATIONS UPON OWNER AND LESSORS**

A: Definitions and interpretation

In this by-law:

- (i) "Lease" and "leased" include a sub-lease or assignment of a lease.
  - (ii) "Lessee" includes sub-lessee or assignee.
  - (iii) "Lessor" includes sublessor or assignor.
2. In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act.

B. Terms

1. If a lot is leased the owner of the lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must include the first page of the residential tenancy agreement specifying the name of the tenant, the number of authorised occupants, the date of commencement of the lease and the name of any agent acting for the owner.
2. A lessor of a lot must provide the occupant of his lot with a copy of all by-laws applicable to the strata scheme and must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.
3. An owner of a lot must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.
4. A lessor of a lot must take any necessary and reasonable action to enforce the terms of any residential tenancy agreement if there is any breach of the by-laws, any other breach of such residential tenancy agreement, the provisions of the *Residential Tenancies Act 1987*, or any other legislation affecting the relationship of landlord and tenant, by the occupier of his lot.
5. The duty imposed under this by-law is in addition to the duty imposed on the lessor of a lot under section 119 of the *Strata Schemes Management Act 1996*.
6. The terms of this by-laws are additional to the terms of by-law 22 that limits occupation to a maximum of 4 adults in a two bedroom apartment and 2 adults in a one bedroom apartment.

## **SPECIAL BY-LAW 19 – CONSUMPTION OF FOOD/DRINK**

1. The owner or occupier of a lot must not consume food and/or drink on any part of the common property at any time.
2. The owner or occupier of a lot must take all reasonable steps to ensure that any invitee of the owner or occupier does not consume food and/or drink on any part of the common property at any time.

**SPECIAL BY-LAW 20 – PROPERLY CLOTHED**

1. The owner or occupier of a lot must be dry and properly clothed at all times when he is on any part of the common property, other than the common property pool and adjoining change rooms located on level 1 of the building.
2. The owner or occupier of a lot must take all reasonable steps to ensure that any invitee of the owner or occupier is dry and properly clothed at all times when the invitee is on any part of the common property, other than the common property pool and adjoining change rooms located on level 1 of the building.
3. For the purposes of this by-law:
  - (a) a person is "dry" if water is not dripping from that person to the floor; and
  - (b) a person is not "properly clothed" if he is clothed only in swimwear without any additional clothing over this swimwear and/or if he is not wearing shoes.

**SPECIAL BY-LAW 21 – TERM OF TENANCY**

1. An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
  - a) the lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the Residential Tenancies Act 1987;
  - b) the residential tenancy agreement is for a term of not less than three months; and
  - c) the Owners Corporation has been provided by the owner or occupier with:
    - (i) a copy of the residential tenancy agreement, executed by the lessee or tenant and the owner or occupier; and
    - (ii) evidence of payment of a bond, provided by the lessee or tenant, to the Rental Bond Board.
2. An owner or occupier of a lot may not use the lot or allow it to be used as a serviced apartment or for hostel or backpacker accommodation.
3. An owner or an occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the *Environmental Planning & Assessment Act 1979*.
4. An owner or occupier of a lot may not advertise that the lot is available for a purpose proscribed by this by-law.

**SPECIAL BY-LAW 22 – SUB-LEASE OF LOT**

1. An owner of a lot may not permit a lessee or occupier of his lot to enter into a sub-lease of the lot or otherwise enter into a tenancy agreement with any third party without the prior written consent of the owner.
2. An owner of a lot shall not allow the lot to be used or occupied by any third party who uses or occupies the lot pursuant to an agreement with the owner's lessee or pursuant to an agreement with an occupant of the lot who is not the owner unless the owner of the lot has given prior written consent to the use and occupation of the lot by that third party.
3. An owner or occupier of a lot must not permit the use of the lot for residential purposes by a sub-lessee unless:
  - a) the sub-lessee is party to a residential tenancy agreement in the terms prescribed by the regulation under the *Residential Tenancies Act 1987*;
  - b) the Owners Corporation has been provided by the owner of the lot with a notice in compliance with Section 119 of the *Strata Schemes Management Act 1996* in respect of the sub-lease; and
  - c) the owner has notified the strata managing agent of the Owners Corporation that he has given written consent to the use and occupation of the lot by the sub-lessee.
4. An owner of a lot must provide every occupier of his lot with a copy of the registered by-laws, and must take any necessary and reasonable action to restrain any breach of the by-laws by all occupiers of his lot.
5. An owner or occupier of a lot shall not advertise that the lot is available for a purpose or is available for use in a manner that is prohibited by this by-law.

**SPECIAL BY-LAW 23 – RESTRICTING USE TO COMMON PROPERTY**

1. This by-law is made for the purpose of regulating unauthorised use of common property facilities by persons who are not owners of Lots or occupiers of Lots pursuant to residential tenancy agreements which have been provided to the Owners Corporation.
2. The building manager appointed by the Owners Corporation from time to time is authorised by the Owners Corporation to prohibit the use of common property facilities including the swimming pool, gymnasium and spa, by any person other than:
  - (i) an owner of a Lot;
  - (ii) a person who is named in a residential tenancy agreement with a Lot owner, a copy of which has been provided to the building manager;
  - (iii) a person who is named in a residential tenancy agreement with a tenant who has entered into a residential tenancy agreement with a Lot owner where a copy of the residential tenancy agreement between the Lot owner and the tenant and the residential tenancy agreement between the tenant and the sub-tenant have been provided to the building manager

hereinafter called "an approved person".

3. The building manager is authorised by the Owners Corporation to de-activate any security card held by any person other than an approved person, in order to prohibit that person's access to common property facilities including the swimming pool, gymnasium and spa.
4. A Lot owner shall notify the Owners Corporation of the names of all persons who are entitled to occupy his Lot and the dates during which they shall be entitled to occupy his Lot, within 14 days of a written request for those details being sent to that Lot owner's strata roll address by the Owners Corporation.
5. In addition to the powers granted to the building manager by clause 3 above, the building manager is authorised by the Owners Corporation to de-activate any security card held by any person other than a person named by a Lot owner in response to a request made in accordance with clause 4 above. In the event that no response is received from a Lot owner in accordance with clause 4 above, the building manager is authorised by the Owners Corporation to de-activate all security cards for that owner's Lot until such time as the occupier of the Lot is an approved person or the owner of the Lot provides the Owners Corporation with the names of all persons who are entitled to occupy his Lot and the dates during which they shall be entitled to occupy his Lot.
6. The owner of a Lot shall indemnify the Owners Corporation in respect of all claims, liability and cost that may be made, suffered or incurred by the Owners Corporation as a result of any occupier of his Lot being prohibited from using any or all common property facilities in accordance with this by-law.