



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: 70272

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ _____ (strata company); or

(b) For new schemes:

The owner(s)² **239 Great Eastern Highway Pty Ltd ACN 166 919 508** of land the subject of the plan described as³ **Lot 500 on Diagram 75775, Certificate of Title Volume 2207 Folio 537**

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

In compliance with the *Strata Titles Act 1985* section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 180(2), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☒ Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☐ Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 56 and 180(1) apply to the by-laws of the strata company, the

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.



Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the
☐ **additions**/ ☐ **amendments**/ ☐ **repeal**⁵ to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

☐ **and** / ☐ **or**⁵

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the
☐ **additions**/ ☐ **amendments**/ ☐ **repeal**⁵ to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

⁵ Select one.



Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number. This should incorporate the addition of new by-laws, amendments to existing by-laws and the removal of repealed by-laws as set out in Part 3.]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

The Governance By-Laws are set out in Schedule 1 as follows, numbered By-Laws 1 to 41

Conduct by-laws

The Conduct By-Laws are set out in Schedule 2 as follows, numbered By-Laws 1 to 29

Part 5 – By-laws of significance

[Please complete this part where the by-laws are shown in Part 4. Please complete Part 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form.]

The Applicant acknowledges that the following governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁶: N/A

**By-law under planning
(scheme by-laws) condition⁷:** Schedule 1, By-Laws 23, 24,
25 and 26

Exclusive use by-laws⁸: Schedule 1, By-Laws 27, 28,
(existing and new) 30, 31 and 32

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: N/A

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.



Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☒ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

Version 1

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

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Schedule 1 – Governance By-Laws

Part 1 - Definitions and Interpretation

1. Definitions

1.1 The following words have these meanings in these By-Laws unless the contrary intention appears:

- (1) **Act** means the *Strata Titles Act 1985* (WA) as amended from time to time and references to sections are references to sections of the Act;
- (2) **AGM** means an annual general meeting of the Strata Company;
- (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system;
- (4) **Authority** means a government, local, statutory or public authority, and a person entitled to carry out a statutory function;
- (5) **By-Law** means a scheme by-law of the Strata Company and a reference to a sub-law will also mean a scheme by-law of the Strata Company;
- (6) **Carpark Management Plan** means any parking management plan adopted by the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to on-site car parking within the Scheme;
- (7) **Carriageway Easement** means registered easement H617979 for the use as a carriageway with or without vehicles by proprietors and invitees of land adjoining the Scheme;
- (8) **Commercial Lots** means Lots 1 and 2;
- (9) **Council** means the Strata Company's council of owners;
- (10) **Court** means any State Court in Western Australia and any Federal Court;
- (11) **Exclusive Use Facilities Plan** means the exclusive use plan attached at Annexure A;
- (12) **Façade** means the external face or elevation of the buildings within the Scheme;

- (13) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, roller doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment and includes Plumbing Fixtures and Air-Conditioning Systems;
- (14) **Invitee** means each of an Owner's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of an Owner or occupier;
- (15) **Land** means the land on which the Scheme is situated;
- (16) **Landscaping and Irrigation Plan** means any landscaping and irrigation plan approved by, the Local Government relating to the ongoing maintenance and upkeep of the landscaping, plants and irrigation within the Scheme as well as the road verges adjacent to the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government from time to time;
- (17) **Local Government** means the local government within whose area the Land is situated;
- (18) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
- (19) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (20) **Owner** means the person who is for the time being registered under the *Transfer of Land Act 1893* (WA) as Owner of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession and any other person considered to be an owner for the purposes of the Act;
- (21) **Plumbing Fixtures** includes any common property exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
- (22) **Public Access Easement** means an easement in gross granted to the City of Belmont and the public at large under and by virtue of sections 195 and 196 *Land Administration Act 1997* for the purposes of public vehicular access in perpetuity across part of the Land;
- (23) **Public Artwork Agreement** has the meaning in Schedule 1, By-Law 25;
- (24) **Residential Facilities** means the amenities within the common property on the second floor of the Scheme including the lounge/games room, pool, sauna, gym and male and female toilets as delineated and identified as the areas marked with the letter "X" on the Exclusive Use Facilities Plan;
- (25) **Residential Lot** means Lots 101 to 924 (inclusive) and which are intended solely for occupation as a residence;
- (26) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and

includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;

- (27) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone, data or other communication services to any part of the Scheme;
- (28) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (29) **Signage Area** has the meaning given to that term in By-Law 28;
- (30) **Signage Strategy** means any signage strategy prepared for the Strata Company in accordance with the requirements of, and as approved by, the Local Government and / or any other relevant Authority as applicable from time to time relating to the provision, installation, maintenance and removal of Signs within the Scheme and as may be amended, supplemented or replaced with the approval of the relevant Authority from time to time;
- (31) **Strata Company** means the strata company constituted upon the registration of the Strata Plan and to be known as The Owners of Bel-Air or such other name as is approved by Landgate followed by the number allocated by the Registrar of Titles;
- (32) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the Act and the By-Laws;
- (33) **Strata Plan** means the scheme plan to which these By-Laws apply;
- (34) **State Administrative Tribunal** means the State Administrative Tribunal established by operation of the *State Administrative Tribunal Act 2004 (WA)*; and
- (35) **Vehicle** means any motor car, van, truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land.

2. Interpretation

2.1 In the Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws:

- (1) Reference to any statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
 - (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) A reference to "including" or "includes", is not a word of limitation and is without limitation to other matters.

- (6) A reference to a Schedule 1 By-Law means a reference to a Governance By-Law set out in Schedule 1 of these By-Laws.
- (7) A reference to a Schedule 2 By-Law means a reference to a Conduct By-Law set out in Schedule 2 of these By-Laws.
- (8) A reference to an Annexure is to an annexure to the Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws unless the contrary intention appears.
- (9) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws.
- (10) Unless otherwise defined, terms used in these Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws have the same meaning as defined in the Act.

Part 2 - Formation and Management of the Strata Company and

3. Constitution of the Council

- 3.1 The Strata Company is to have a Council.
- 3.2 The members of the Council must be elected at each annual general meeting.
- 3.3 Subject to any restriction imposed or direction given by the Strata Company at a general meeting:
 - (1) the functions, powers and duties of the Strata Company are to be exercised and performed by the Council; and
 - (2) a Council meeting at which a quorum is present is competent to exercise all or any of those functions, powers and duties.

4. Membership of the Council

- 4.1 The Council must consist of not less than 3 nor more than 9 Owners as determined by the Strata Company at each AGM except that:
 - (1) when there are less than 3 Owners, the Council must consist of all Owners;
 - (2) despite any other By-Law, the Original Proprietor may be a member of Council if it so requires for so long as it is an Owner and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.2 In determining the number of Owners for the purposes of By-Law 4:
 - (1) co-Owners of a Lot are deemed to be one Owner; and
 - (2) a person who owns more than one Lot is deemed to be one Owner.

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be an Owner, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairperson must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Owners for election to the Council; and
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative. That consent must be given to the chairperson and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

5.2 Procedure following nominations

- (1) Subject to By-Law 4 and to sub-bylaw 5.2(2), if the number of candidates is less than or equal to the determined number of members of the Council that the general meeting has resolved to elect, the chairperson must declare those candidates to have been elected as members of the Council.
- (2) If the number of candidates exceeds the number of members to be elected, the chairperson must direct that a ballot be held pursuant to By-Law 7:

6. Eligibility of a Co-Owner to be elected to the Council

- 6.1 If there are co-Owners of a Lot, one only of the co-Owners is eligible to be or to be elected to be a member of the Council.
- 6.2 The co-Owner who is so eligible must be nominated by their co-Owners or their duly appointed proxy.
- 6.3 If the co-Owners fail to agree on a nominee, the co-Owner who owns the largest share of the Lot will be deemed to be their nominee.
- 6.4 If all co-Owners own equal shares of the Lot, the co-Owner whose name appears first in the certificate of title for the Lot will be deemed to be their nominee, subject to sub-bylaw 5.1(4).

7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Owners entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.
- 7.2 Subject to sub-bylaw 4.1(2), for the purposes of the ballot, the chairperson must:

- (1) announce the names of the candidates; and
 - (2) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot-paper, in respect of each Lot in respect of which he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
- (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as an Owner, co-Owner or proxy;
 - (4) signing it; and
 - (5) returning it to the chairperson.
- 7.4 The chairperson, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.
- 7.5 Subject to sub-bylaw 7.6, candidates being equal in number to the number of members of the Council to be elected who receive the highest numbers of votes will be deemed to be elected to the Council.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:
- (1) that number equals the number of votes recorded in favour of any other candidate; and
 - (2) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.
- 7.7 The chairperson must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

- 8.1 Except where the Council consists of all the Owners, the Strata Company may by special resolution remove any member of the Council other than the Original Proprietor while it remains a member of the Council, before the expiration of the Councillor's term of office and may, in the same or in a separate resolution, resolve who the replacement is to be until the next AGM or resolve that the vacancy is to be filled in accordance with sub-bylaw 9.1.
- 8.2 A member of the Council vacates the office as a member of the Council if the Councillor:
- (1) is removed from office under sub-bylaw 8.1;
 - (2) dies;

- (3) or ceases to be an Owner; or
 - (4) resigns by written notice to the Strata Company;
- whichever first occurs.

9. Filling a vacancy on the Council

- 9.1 If a vacancy arises on the Council because of the removal from office of a member under sub-bylaw 8.1, and the Strata Company in its resolution under sub-bylaw 8.1 has so resolved, the vacancy is to be filled by an Owner who is not already a member of the Council and who is elected by the Strata Company at its next AGM, but if the Strata Company has not so resolved the Council may appoint an Owner to the Council pursuant to sub-bylaw 9.2.
- 9.2 Subject to sub-bylaw 9.1, if a vacancy arises on the Council, including as a result of any vacancy on the Council due to a lack of nominations of Owners to the Council, the remaining members of the Council may appoint an Owner who is not already a member of the Council to fill that vacancy.

10. Council powers while there is a vacancy

- 10.1 Subject to sub-bylaw 10.2, while there is a vacancy on the Council, the remaining members of the Council may continue to act.
- 10.2 While the number of members of the Council is reduced below the number fixed by these By-Laws as the quorum for a Council meeting, the continuing members may act only:
 - (1) to convene an AGM; or
 - (2) in any other case, to increase the number of members of the Council to the number fixed by the Strata Company at its most recent AGM.

11. Quorum for a meeting of the Council

- 11.1 If the Council consists of:
 - (1) 1 member, that member;
 - (2) 2 members, 2 of them;
 - (3) 3 or 4 members, 2 of them;
 - (4) 5 or 6 members, 3 of them;
 - (5) 7 or 8 members, 4 of them; or
 - (6) 9 members, 5 of them,as the case may be, will constitute a quorum for a Council meeting.

12. Validity of Council's acts

- 12.1 If it is later discovered that there was a defect in the appointment or continuance in office of a member of Council, all acts done in good faith by the Council while that member acted as a member must be as valid as if that member had been duly appointed or had duly continued in office until such time that the defect has been notified to the relevant member of Council.

13. Chairperson, secretary and treasurer of the Council

- 13.1 The members of a Council must, at the first Council meeting after they assume office as members, appoint a chairperson, a secretary, a treasurer and a nominated representative of the Council.
- 13.2 A person:
- (1) cannot be appointed as the chairperson, secretary, treasurer or nominated representative unless that person is a member of the Council;
 - (2) may be appointed to more than one of those positions; and
 - (3) may at any time be replaced by the Council in any of those offices.
- 13.3 A person appointed to an office referred to in sub-bylaw 13.1 will hold office until:
- (1) that person ceases to be a member of the Council;
 - (2) the Strata Company receives a written notice of resignation of that person from that office; or
 - (3) another person is appointed by the Council to hold that office,
- whichever first occurs.

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 A member of the Council may, by notice in writing, with the written consent of the proposed appointee and served on the Council, appoint an Owner or an individual authorised by a corporation that is an Owner, to act in the member's place as a member of the Council at any Council meeting. Any Owner or individual so appointed will, when so acting, be deemed to be a member of the Council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 16.2.
- 14.4 An Owner or individual appointed under sub-bylaw 14.3 need not be a member of the Council.

- 14.5 If a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act except to the extent that they are disqualified from voting as proxy under the Act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

15. Council's powers to appoint advisers, agents and employees

- 15.1 The Council may:
- (1) on behalf of the Strata Company employ solicitors, agents, managers, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the Council and the Strata Company; and
 - (2) delegate to one or more of its members or to any of the other persons referred to in sub-bylaw (1) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16. Duties of the chairperson of the Council

- 16.1 The chairperson must preside at all Council meetings at which he is present.
- 16.2 If the chairperson is absent from any Council meeting, the members of the Council present at that meeting must appoint one of their number to preside at that meeting. A representative of a corporation referred to in By-Law 14.3 is eligible to be so appointed.

17. Chairperson, secretary and treasurer

- 17.1 Subject to By-Law 13, the chairperson, secretary and treasurer of the Council are also respectively the chairperson, secretary and treasurer of the Strata Company.
- 17.2 The chairperson of a Council meeting or of a general meeting does not, in the event of an equality of votes, have a casting vote.

18. Powers and duties of the secretary

- 18.1 The powers and duties of the secretary include:
- (1) preparing and distributing minutes of Council meetings and general meetings;
 - (2) submitting a motion to confirm the minutes of any Council meeting or general meeting, respectively, at the next such meeting;
 - (3) giving on behalf of the Council and of the Strata Company the notices required to be given by the Council or the Strata Company under the Act or the By-Laws;

- (4) keeping records, notices and other correspondence relevant to the Scheme and providing contact information and access to materials as required under the Act;
 - (5) providing information on behalf of the Strata Company in accordance with sections 108 and 109 of the Act;
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 127, 128, 129, 200(2)(f) and (g), convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

- 19.1 The powers and duties of the treasurer include:
- (1) notifying Owners of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;
 - (2) receiving, acknowledging, banking and accounting for any money paid to the Strata Company;
 - (3) preparing any certificates applied for under the Act;
 - (4) keeping records of accounts referred to in section 101;
 - (5) preparing the statements of accounts referred to in section 101;
 - (6) preparing the budgets of the administrative fund and any reserve fund; and
 - (7) preparing and maintaining an inventory of the personal property and details of the location of the personal property of the Strata Company.
- 19.2 The powers and duties of the treasurer may be delegated to the Strata Manager by the Council.

20. Chairperson of a general meeting

- 20.1 At a general meeting or at the resumption of an adjourned general meeting the chairperson of the Strata Company is to be the chairperson of the meeting, subject to sub-bylaw 20.2.
- 20.2 The chairperson of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 20.3 If the chairperson makes an election under sub-bylaw 20.2 or is unavailable to act as chairperson at that meeting or at a part of the meeting, then:

- (1) the Strata Company authorises the Strata Manager to perform the functions of the chairperson at that meeting or at that part of the meeting; or
 - (2) those present at the meeting may authorise another member of the Council to act as chairperson of the Strata Company for the purposes of that meeting or that part of the meeting as the case may be.
- 20.4 A person appointed under sub-bylaw 20.3 may be appointed to act as chairperson until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 20.5 Subject to sub-bylaws 20.1 to 20.4, the person appointed to be chairperson of or of any part of a resumed adjourned meeting may be a different person to the person who was chairperson of the meeting or any part of the meeting that was adjourned.

21. Financial Year of Strata Company

- 21.1 The financial year for the Strata Company is the period of 12 months, with the first period of 12 months commencing on the first day of the month commencing immediately after the Strata Plan is registered and with each subsequent period commencing on the anniversary of that date.

Part 3 - Theme of Development

22. Mixed Use Development

- 22.1 The Owners and occupiers acknowledge and agree that:
- (1) the Scheme is a mixed used residential and commercial development and may not be used for activities unrelated to the approved use;
 - (2) the Scheme is subject to the easements and encumbrances shown on the title to the Land or created on the Strata Plan which includes the Carriageway Easement;
 - (3) the Scheme is or may also become subject to the Public Access Easement;
 - (4) the quiet enjoyment of the Scheme and the Lots may be impacted on by noise associated with residing in or occupying a Lot within a mixed-use development, including from:
 - (a) noise and other impacts associated with the use of the Carriageway Easement by persons so entitled pursuant to the terms of the Carriageway Easement and the use of the Public Access Easement by the public at large;
 - (b) noise, traffic, car parking and other impacts associated with nearby sporting, entertainment, commercial and non-residential activities; and
 - (c) the proximity to Great Eastern Highway;
 - (d) the use of the Commercial Lots for uses approved by the Local Government from time to time;
 - (5) restrictions have been placed, and further restrictions may be placed, on the Scheme by the Local Government; and

- (6) where the By-Laws include restrictions imposed by the Local Government or any other relevant authority, the prior approval of the Local Government other relevant Authority is required before the relevant By-Laws can be changed, amended or repealed.

22.2 The Owners and occupiers further acknowledge and agree that where the Scheme is subject to the Public Access Easement:

- (1) the purpose of the Public Access Easement is to facilitate and coordinate the orderly movement of vehicular traffic associated with future development abutting Great Eastern Highway (and adjoining the Scheme);
- (2) the Public Access Easement is to be retained in perpetuity and may not be varied, surrendered or otherwise dealt with except with the prior consent of the Local Government and any other relevant Authority from time to time;
- (3) the Strata Company may remove / agree to the removal of the vehicle crossovers from the Scheme direct to Great Eastern Highway subject to the Scheme being granted reciprocal access rights across adjoining land to and from Daly Street; and
- (4) the Strata Company must, at all times, ensure that the Public Access Easement remains unobstructed (other than temporary obstructions or closures permitted pursuant to the terms of the Public Access Easement or the By-Laws).

Part 4 – Preservation of Theme of Development and Compliance with Planning Requirements

23. Landscaping and Irrigation Plan

23.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Landscaping and Irrigation Plan.

23.2 The Strata Company must, at its cost, implement and comply with:

- (1) the terms of the Landscaping and Irrigation Plan; and
- (2) the requirements and directions of the Local Government and/or any other relevant Authority from time to time in respect of the Landscaping and Irrigation Plan.

23.3 This By-Law 23 may not be amended, added to or repealed without the prior written approval of the relevant Authority.

24. Carpark Management Plan

24.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Carpark Management Plan.

24.2 The Strata Company must, at its cost, implement and comply with, and must ensure that all Invitees comply with:

- (1) the terms of the Carpark Management Plan; and
- (2) the requirements and directions of the Local Government and/or any other relevant Authority from time to time in respect of the Carpark Management Plan.

- 24.3 This By-Law 24 may not be amended, added to or repealed without the prior written approval of the Local Government or other relevant Authority.

25. Public Artwork

- 25.1 The Owners acknowledge and agree that:
- (1) the Scheme includes, or may include, one or more pieces of public art installed, or to be installed, by the Original Proprietor at the direction of the Local Government pursuant to the Local Government's Local Planning Policy No. 11 - Public Art Contribution Policy (**Public Artwork**); and
 - (2) any Public Artwork installed by or at the request of the Original Proprietor shall be the subject of an agreement between the artist and the Original Proprietor in relation to, amongst other things, the ongoing maintenance of the Public Artwork to a safe and aesthetic standard and the relocation and removal of the Public Artwork (**Public Artwork Agreement**).
- 25.2 If the Original Proprietor is required to enter into and comply with the Public Artwork Agreement, then the Strata Company;
- (1) must comply, at its cost with, the terms of any Public Artwork Agreement entered into by the Original Proprietor (including but not limited to the ongoing maintenance and upkeep of the Public Artwork) and, if required by the Original Proprietor, the Local Government and/or the artist, enter into a deed of assignment in respect of any Public Artwork Agreement, or enter into a replacement Public Artwork Agreement direct with the artist;
 - (2) must comply with any other requirements imposed from time to time by the Local Government in respect of the Public Artwork; and
 - (3) must otherwise comply with the directions of the Local Government in relation to the Public Artwork and the Public Artwork Agreement.
- 25.3 This By-Law 25 may not be amended, added to or repealed without the prior written approval of the Local Government.

26. Preservation of Aesthetics of Scheme

- 26.1 Except as otherwise provided for in these By-Laws, an Owner or occupier of a Lot must not alter, modify, erect or carry out any works to the Facades of their Lot or to any other Lot, including changing the external colour scheme of the Lot, without the prior written approval of the Strata Company.
- 26.2 An Owner or occupier of a Lot that has an Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**):
- (1) must not install or permit to be installed any additional Air-Conditioning System on any balcony, alfresco area, courtyard or other external area forming part of the Lot or on any part of the common property in addition to the Existing Air-Conditioning System;
 - (2) must not alter or tamper with the Existing Air-Conditioning System or screening of the Existing Air-Conditioning System;

- (3) must maintain the screening for the life of the Scheme to the satisfaction of the Local Government; and
- (4) may upgrade or replace an Existing Air-Conditioning System including the screening from time to time with the consent of the Strata Company provided:
 - (a) the replacement Air-Conditioning System is located in the same position and remains screened from view from outside the Lot, and is generally the same size and configuration, as the Existing Air-Conditioning System; and
 - (b) the colour and style of the screening is consistent with the style and aesthetic of the Scheme.

26.3 An Owner or occupier of a Lot who does not have an Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme, but who at any time thereafter, installs or permits to be installed any Air-Conditioning System on its Lot or any part of the common property (excluding any alfresco area) in accordance with any approval provided by the Council or Strata Company pursuant to these By-Laws or the Act (including any approval by the Council pursuant to Schedule 2, By-Law 2.13 or Schedule 1, By-Law 29) (**Approved Air-Conditioning System**):

- (1) must, without limiting any other conditions that may be imposed as part of the relevant approvals, ensure that the Approved Air-Conditioning System is adequately screened from view from the street in a style consistent with the style and aesthetic of the Scheme, such screening to be maintained for so long as the Approved Air-Conditioning System remains in place to the satisfaction of the Local Government; and
- (2) may upgrade or replace an Approved Air-Conditioning System including the screening from time to time with the consent of the Strata Company provided:
 - (a) the replacement Approved Air-Conditioning System is located in the same position and remains screened from view from outside the Lot, and is generally the same size and configuration, as the Approved Air-Conditioning System; and
 - (b) the colour and style of the screening is consistent with the style and aesthetic of the Scheme.

26.4 Without limiting the obligations under any other by-law relating to the approval for and installation of balcony screening or window treatments, the Owner's and occupiers acknowledge that any balcony screening (including window treatments and furnishings) must be consistent with the style and aesthetic of the Scheme.

Part 5 - Grants of Exclusive and Special Use / Privilege

27. Exclusive Use of Common Property: Fixtures and Fittings

27.1 Subject to compliance with By-Law 29, each Owner shall have in relation to its Lot:

- (1) the special privilege of installing and keeping the Fixtures and Fittings on common property; and
- (2) the exclusive use of the common property consisting of the Fixtures and Fittings and the cubic space occupied by them.

27.2 Each Owner must:

- (1) maintain the common property occupied by the Fixtures and Fittings in good and serviceable repair in accordance with its obligations under the Act;
- (2) maintain in proper working order any Fixtures and Fittings installed within or for the benefit of their Lot; and
- (3) not replace or make any changes to or the positioning of any such Fixtures or Fittings without the written consent of the Council and, in relation to any Air-Conditioning System, except as provided for in By-Law 26.

28. Exclusive Use of Common Property: Signage Rights

- 28.1 In this By-Law, **Signage Area** means any portion of the common property cubic space on the external Façade of the buildings set aside by the Strata Company for the installation of a Sign from time to time.
- 28.2 An Owner who is the Original Proprietor or is the Owner of a Commercial Lot may install, or permit an occupier of its relevant Lot to install, a Sign in the Signage Area without the consent of the Council provided that:
- (1) the Sign, including its content, location and the manner in which it is installed, complies with:
 - (a) any conditions specified by any approval of the Local Government or any other relevant Authority; and
 - (b) any Signage Strategy for the Scheme from time to time; and
 - (2) the Owner must comply with the requirements in Schedule 1, By-Law 29.5 as they apply to the relevant Sign.
- 28.3 Except as provided for in sub-by-law 28.2, an Owner must not, and must not permit any other party to, install a Sign in the Signage Area without first obtaining the written consent of the Council in accordance with and subject to the approval process set out in Schedule 1, By-Law 29.
- 28.4 An Owner who installs or permits the installation of a Sign in the Signage Area as permitted by sub-by-law 28.2 or otherwise with the approval of the Council pursuant to sub-by-law 28.3 shall have the exclusive use and enjoyment of that part of Signage Area occupied by the relevant Sign.
- 28.5 An Owner who has the exclusive use of the Signage Area must maintain the Signage Area in good and serviceable repair in accordance with its obligations under the Act.
- 28.6 This Schedule 1 By-Law 28 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

29. Exclusive Use of Common Property: Conditions of Grant of Rights

- 29.1 In this By-Law 29, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 27 and 28 and Schedule 2 sub-by-law 3.2 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the

Council, on application by an Owner, and that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Owner of that Lot.

- 29.2 An Owner who applies to the Council for the permission referred to in sub-bylaw 29.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.
- 29.3 Subject to sub-bylaw 29.4, the permission of the Council referred to in sub-bylaw 29.1:
- (1) must be in writing;
 - (2) may be subject to such conditions as the Council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
 - (3) may be withdrawn, as the Council may from time to time reasonably determine.
- 29.4 The Council:
- (1) must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land;
 - (2) must not permit the installation of any Air-Conditioning System within any alfresco area (whether forming part of a Lot or common property); and
 - (3) is not obliged to permit the installation of any item or improvement.
- 29.5 Each Owner granted rights by Schedule 1 By-Law 27 and 28 and Schedule 2, sub-bylaw 3.2 must:
- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
 - (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
 - (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
 - (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
 - (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
 - (6) subject to By-Law 27, at the Owner's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
 - (7) not assign, sub-lease or in any other way grant any such rights to any other person;

- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
 - (9) on the written request of the Council, make good at the Owner's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
 - (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
 - (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in sub-bylaw 29.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.
- 29.6 If an Owner fails to comply with sub-bylaws 29.5(6), 29.5(8) or 29.5(9) after giving that Owner reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Owner as if such costs were a contribution levied pursuant to section 100(1) of the Act.

30. Exclusive Use of Common Property: Signs by Original Proprietor

- 30.1 In addition to the rights of the Original Proprietor under any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is an Owner:
- (1) the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease;
 - (2) the exclusive use of the common property cubic space occupied by such Signs; and
 - (3) the special privilege of installing and keeping Signs on the balconies of Lots advertising those Lots for sale or lease.

31. Exclusive Use of Common Property: Parts of Floor and Walls - Commercial Lots

- 31.1 The Owners of the Commercial Lots shall have in relation to their Lot the exclusive use of that part of:
- (1) the floor to the upper surface of the concrete which forms part of the floor slab;
 - (2) the ceiling to the upper surface of the ceiling which forms part of the surface of the ceiling; and
 - (3) the surfaces of walls, glass and concrete which form part of the common property in relation to the Commercial Lots,
- to such depth as required to enable the Owners of the Commercial Lots to install fixtures and fittings in the Commercial Lots.
- 31.2 The Owners of the Residential Lots consent to the grant to the Owners of the Commercial Lots the exclusive use rights in sub-bylaw 31.1.

31.3 Each of the Owners of the Commercial Lots must:

- (1) maintain the common property used by the Owners of the Commercial Lots in good and serviceable repair in accordance with its obligations under the Act; and
- (2) maintain in proper working order any fixtures and fittings installed within or for the benefit of their Lot.

32. Exclusive Use of Residential Facilities

32.1 Grant of Exclusive Use

- (1) The Owners of the Residential Lots shall be entitled to the exclusive use and enjoyment of the Residential Facilities to the exclusion at all times of the Owners of the Commercial Lots.
- (2) The Owners of the Residential Lots accept the grant, and the Owners of the Commercial Lots consent to the granting to the Owners of the Residential Lots, of the exclusive use and enjoyment of the Residential Facilities as provided for in sub-law 32.1(1).

32.2 Repair and Maintenance

- (1) Despite any provision in the Act to the contrary, the Strata Company must:
 - (a) control and manage the Residential Facilities for the benefit of the Owners and occupiers of the Residential Lots; and
 - (b) keep the Residential Facilities in good and serviceable repair and properly maintained and cleaned, including if necessary renewing and replacing the common property, fittings and fixtures used in connection with the Residential Facilities,

the costs of which are recoverable by the Strata Company from the Owners of the Residential Lots in accordance with the Act and Schedule 1, By-Law 34.

32.3 Use and Rules

- (1) The Owners and occupiers of the Residential Lots, including their tenants, visitors and invitees, must:
 - (a) use the Residential Facilities only for their intended purposes.
 - (b) at all times comply with the rules made from time to time by the Council in relation to the Residential Facilities.
- (2) No parts of the Residential Facilities may be used for sleeping / overnight use.
- (3) The:
 - (a) pool facilities forming part of the Residential Facilities may not be used prior to dawn or after 10:00pm on any day; and
 - (b) gym facilities forming part of the Residential Facilities may not be used prior to 7:00am or after 10:00pm on any day; and

subject to any rules which may prescribe shorter hours of use from time to time.

- (4) The Council may make, withdraw or amend rules regarding the use of the Residential Facilities from time to time.
- (5) The rules made by the Council in relation to the use of the Residential Facilities may include the following:
 - (a) the Residential Facilities (or prescribed parts of them) may only be used between the hours prescribed by the Strata Company from time to time (subject to the limitations in sub-bylaw 32.3(3));
 - (b) a guest or visitor of an Owner or occupier of a Lot may only use prescribed areas of the Residential Facilities provided that they are accompanied by that Owner, occupier or other resident;
 - (c) children under the age of 16 years may use prescribed areas of the Residential Facilities only if accompanied and supervised by an adult;
 - (d) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Residential Facilities except in areas designated by the Council from time to time as specifically designed for eating and drinking;
 - (e) running, ball playing, noisy or hazardous activities are not permitted in or about the Residential Facilities;
 - (f) gymnasium and swimming pool equipment may only be used for their intended purpose and must not be interfered with;
 - (g) all users must be appropriately attired whilst using the Residential Facilities and nude bathing is not permitted at any time;
 - (h) all users must remove all items they take with them onto the Residential Facilities and properly dispose of refuse;
 - (i) a maximum number (as prescribed by the Council) of guests or visitors of an Owner, occupier or other resident of a Lot are permitted to use prescribed areas of the Residential Facilities at any one time (noting that maximum numbers may differ for different areas of the Residential Facilities);
 - (j) some amenities within the Residential Facilities may be booked for private use / functions, to the exclusion of other users, for short periods as approved by Council and subject to any prescribed terms of use;
 - (k) all users use the Residential Facilities at their own risk and must be responsible for their own safety.

Part 6 - Miscellaneous Rights and Obligations of the Strata Company

33. Payments and notifications

33.1 An Owner must:

- (1) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
 - (2) within 14 days after becoming an Owner, give Council written notice of an address of the Owner within Western Australia and an email address for service of notices and other documents under the Act; and
 - (3) if required by Council, notify Council of any mortgage or other dealing in connection with its Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.
- 33.2 In addition to any other form of service authorised by the Act, the Owners acknowledge and agree that, unless otherwise specified in these By-Laws or the Act, a notice required to be served on the Owner under these By-Laws or the Act may be properly served on an Owner by way of email sent to the email address of the Owner notified under Schedule 1 sub-bylaw 33.1 or as may be updated from time to time. A notice sent by email shall be deemed to have been received by the Owner on the date that it is sent to it unless the sender receives a delivery failure notification.

34. Administrative Expense Contributions Varied

- 34.1 The Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.
- 34.2 If an item of administrative expense is specifically related to:
- (1) only the Residential Lots; or
 - (2) only the Commercial Lots;
 - (3) any special common property; or
 - (4) to any particular Lot or Lots within the Scheme;
- the cost of that expense shall wherever practicable be borne by the Owners of the relevant Lot or Lots, or to the Owners of the special lots, to which that item of expense specifically relates.
- 34.3 The proportions by which costs referred to in sub-bylaw 34.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Owners as to the method of allocation.
- 34.4 An allocation of cost pursuant to sub-bylaw 34.3 may, but need not, bear any relationship to the unit entitlement of any or all of the Lots.
- 34.5 All other costs not otherwise allocated in accordance with sub-bylaw 34.2 for the administrative fund must be shared by all the Owners in accordance with unit entitlement.

35. Power of Strata Company regarding Sub meters

- 35.1 Where the supply of a utility to a Lot is regulated by means of a sub meter owned by the Strata Company, the Strata Company must arrange for the sub meters to be read periodically to determine the usage by each Lot and may engage the services of a third party for this purpose.

- 35.2 The Strata Company may recover the costs of the supply attributable to each Lot, such costs to be determined by the Strata Council from time to time.
- 35.3 In the case of electricity, the Strata Council may determine costs for recovery, but these must be no higher than the actual cost recovery or the Synergy retail tariff, or other applicable retail tariff, whichever is higher;
- 35.4 In the case of a supply other than electricity, the Council may determine the costs for recovery, but these must, in respect of the Residential Lots and the Commercial Lots alike, be no higher than the actual cost of recovery.
- 35.5 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 35.3 or 35.4 as a levy against the relevant Owner and the Owners acknowledge that a levy imposed by the Strata Company pursuant to this By-Law 35 will be in addition to any levies raised by the Strata Company pursuant to section 100 of the Act.
- 35.6 Any revenue generated by the Strata Company in respect of a supply of a utility to a Lot will be credited to the relevant Lot or Lots in the same manner as costs associated with that supply are determined and allocated pursuant to this By-Law 35.
- 35.7 The Strata Company may require the Owner or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 35.9, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.
- 35.8 The Strata Company must lodge every sum received under this By-Law to the credit of an interest-bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Owner or occupier who made the payment.
- 35.9 If the Owner or occupier in respect of which a sub meter is used for the supply of utilities refuses or fails to pay any charges due for the supply to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
- (1) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Owner or occupier as security under sub-bylaw 35.7, including any interest that may have accrued in respect of that account; and
 - (2) issue the Owner or occupier with:
 - (a) a payment reminder notice (**Reminder Notice**) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
 - (b) failing compliance with a Reminder Notice, a disconnection notice (**Disconnection Notice**) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (3) disconnect the supply where the Owner or occupier has failed to comply with a Disconnection Notice; and
 - (4) take all other steps available at law or under the Act to recover the unpaid charges from the Owner or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to sub-bylaw 35.5.

- 35.10 An Owner or occupier of a Lot must promptly notify the Strata Company if that Owner or occupier ceases to be the Owner or occupier of a Lot.
- 35.11 An Owner of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this By-Law 35.
- 35.12 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are no longer the Owner or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of a utility to that Lot during the period when that person was an Owner or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

36. Conditions of Approval

- 36.1 When the consent of the Strata Company is required, the consent:
- (1) may be withheld or refused;
 - (2) may be given on conditions; and
 - (3) may be withdrawn;
- as the Council shall reasonably determine.

37. Strata Manager

- 37.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 37.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager is a member of the Strata Community Australia (WA) Inc.
- 37.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

38. Default

- 38.1 If an Owner or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice is given to the Owner or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 37 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 100(1) of the Act from the Owner or occupier making such default.

39. Costs of legal proceedings

- 39.1 This By-Law takes effect subject to any express restriction to the contrary in the Act.
- 39.2 If:

- (1) an Owner institutes legal proceedings against the Strata Company or legal proceedings in which the Strata Company becomes involved; or
- (2) the Strata Company institutes legal proceedings against an Owner or legal proceedings in which an Owner becomes involved as a party with an adverse interest,

and:

- (3) that Owner is not successful in those legal proceedings;
- (4) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and
- (5) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**),

then the Council is empowered to:

- (6) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 100(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (7) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 100(1) of the Act solely on the Owner who was unsuccessful in those legal proceedings.

39.3 For the purposes of this By-Law, "**legal proceedings**" includes (but is not limited to):

- (1) the issuing of a notice alleging a breach of the Act or By-Laws that could lead to an application to the State Administrative Tribunal or any Court;
- (2) an application to the State Administrative Tribunal for relief under the Act;
- (3) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (4) a claim in any Court for the recovery of any contribution or other amount levied on the Owner; and
- (5) any other proceedings in any court.

39.4 For the purposes of this By-Law, "**costs**" includes (but is not limited to):

- (1) Strata Manager's costs;
- (2) debt recovery agent's costs;
- (3) costs of any employees of and contractors to the Strata Company preparing for or being involved in the legal proceedings;
- (4) costs of any consultants and experts; and
- (5) legal costs and disbursements on a solicitor/own-client indemnity basis.

40. Insurance

- 40.1 In addition to any other rights of the Strata Company as set out in the Act, the Owners acknowledge and agree that, where an insurance claim is made on or in relation to a policy of insurance held by the Strata Company which relates to loss suffered or incurred by one or more Lots, the relevant Owner or Owners of a Lot or Lots responsible for the underlying cause of the claim (whether by act or omission of the relevant Owner, occupier or other Invitee of the Lot) shall be liable to pay to the Strata Company, on demand, an amount equal to the excess payable to the relevant insurer in respect of the claim.

41. National Broadband Network

41.1 In this By-Law 41:

- (1) **Developer Agreement** means a developer agreement entered into between the Owner and NBN Co in relation to the installation of Network Infrastructure on the Land for the purposes of connecting the Scheme to the NBN;
- (2) **Horizontal MDU Pit and Pipe Works** means the Pit and Pipe Works in respect of a multi-dwelling unit and/or a multi-premises site, as specified in the NBN Co Specifications (Building Design Guide - New Developments);
- (3) **NBN** means the National Broadband Network;
- (4) **NBN Co** means NBN Co Limited ABN 86 136 533 741;
- (5) **Network Infrastructure** means the physical infrastructure of the high-speed broadband fibre optic network to be installed by or on behalf of NBN Co on the Land including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing, active and passive equipment and distribution infrastructure, but not including the Works, lead-in conduits, network termination units, power supply units and related cables;
- (6) **Pathways** means the conduit on the Land (whether located on the common property or otherwise), in or which only NBN Co's fibre is to be installed;
- (7) **Pathway Works** means the physical infrastructure and spatial requirements, including all Pathways, conduits, cable trays, ducts, risers, cabinets, communications rooms, lead-in conduits and any other materials, to be designed and constructed by the Supplier necessary to properly service the Scheme and to properly service all the Lots with the Network Infrastructure. The Pathway Works form part of the overall construction works of the Scheme;
- (8) **Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials, to be designed and constructed by, or on behalf of, the Original Proprietor under the Developer Agreement that are necessary to properly service the Network Infrastructure;
- (9) **Schedule 3** means schedule 3 of the Telecommunications Act and any associated instruments including the Telecommunications Code of Practice 1997 and the Telecommunications (Low Impact Facilities) Determination 1997;
- (10) **Supplier** means any contractor, subcontractor, consultant or agent of NBN Co engaged to carry out the design, construction and/ or installation of Network Infrastructure for the NBN network;

(11) **Telecommunications Act** means the Telecommunications Act 1997 (Cth) and

(12) **Works** means:

- (a) the Pit and Pipe Works;
- (b) the Pathway Works; and
- (c) the Horizontal MDU Pit and Pipe Works.

41.2 Infrastructure Licences

(1) The Strata Company acknowledges and agrees that:

- (a) the Original Proprietor has granted, or intends to grant, to NBN Co an exclusive licence to use the Pathways and Horizontal MDU Pit and Pipe Works, and a non-exclusive use licence to use the other Pathway Works for the period of time that NBN Co supplies Network Infrastructure to the Scheme; and
- (b) NBN Co may sub-licence the use of the Pathways or Horizontal MDU Pit and Pipe Works or other Pathway Works or transfer its exclusive or non-exclusive licence to a Supplier of Network Infrastructure in its discretion.

(2) The Strata Company agrees that it will, at the request of the Original Proprietor or NBN Co, either take an assignment or novation of any existing licence granted to NBN Co in respect of the Pathways and / or Horizontal MDU Pit and Pipe Works, or in respect of the other Pathway Works, or grant an exclusive licence direct to NBN Co in respect of the use of the Pathways and / or Horizontal MDU Pit and Pipe Works and/or a non-exclusive licence direct to NBN Co in respect of the use of the other Pathway Works as applicable.

41.3 Telecommunications Act

(1) The Strata Company acknowledges and agrees that the Original Proprietor has entered into the Developer Agreement.

(2) The Strata Company agrees to comply with the Developer Agreement as follows:

- (a) the Strata Company must give any reasonable assistance which NBN Co or the Supplier requires in exercising the powers under, including issuing notices under, Schedule 3;
- (b) the Strata Company agrees in accordance with clause 17(5), 18(3) and 19(2) of Schedule 3 to waive its right to be given notice in relation to any activity to be undertaken on the Land or any ancillary areas which is authorised under Schedule 3; and
- (c) the Strata Company acknowledges and agrees that by waiving its right to receive a notice under clause 17(5), 18(3) or 19(2) of Schedule 3 it is also waiving to object to the activities that are the subject of the notice.

(3) The Strata Company acknowledges that nothing in the Developer Agreement constitutes a waiver of or affects, restricts or limits NBN Co's rights and powers under the "nbn Carrier Licence" (granted 18 March 2010 under section 56 of the Telecommunications Act), under Schedule 3 or at law.

Schedule 2 - Conduct By-Laws

1. Use of Residential Lots

- 1.1 An Owner of a Residential Lot may only use its Residential Lot as a residence. The Owners acknowledge and agree that the use of a Residential Lot for short-stay, transient or similar temporary forms of accommodation are inconsistent with the use of the Residential Lot as a residence and are not permitted unless expressly authorised by the Local Government.
- 1.2 The Owner or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to any express right contained in the Act and Schedule 2, By-Law 20;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 1.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Owner obtains the prior written consent of the Strata Company.
- 1.4 Despite By-Law 1.1, an Owner of a Residential Lot may conduct business from the Residential Lot so long as:
- (1) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
 - (2) the conduct of the business does not breach any Local Government by-law or regulation;
 - (3) the conduct of the business does not cause any inconvenience to the other Owners or occupiers of the Residential Lots; and
 - (4) the business does not involve the manufacture, storage or selling of goods.
- 1.5 Despite By-Law 1.1 and sub-bylaw 1.4(1), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 1.6 If an Owner of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Owner must:
- (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;

- (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Owner to terminate the occupancy agreement;
 - (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Owner obtains the prior written consent of the Strata Company. The Owner must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this sub-bylaw 1.6(4).
- 1.7 An Owner and occupier of a Residential Lot must, in relation to the Lot and the Scheme as a whole:
- (1) effect and maintain with insurers approved under the Insurance Act 1973 (Cth):
 - (a) adequate contents insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) not permit any contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

2. Use of Commercial Lots

- 2.1 If there is any conflict between this Schedule 2, By-Law 2 and any other By-Law (other than Schedule 1, By-Law 31), then this By-Law shall prevail. For the avoidance of doubt a Commercial Lot includes any alfresco areas forming part of the Commercial Lot.
- 2.2 The Owner or occupier of a Commercial Lot may only use the Commercial Lot for a purpose approved by the Local Government or other relevant Authority from time to time.
- 2.3 The Owner and occupier of a Commercial Lot must:
- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
 - (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
 - (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Owner and occupier will provide copies of all these approvals, consents and licences upon demand by the Council;
 - (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:

- (a) the use and occupation of a Commercial Lot for the use intended by the Owner and occupier;
- (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Owner and occupier's employees and other persons working in or entering the Commercial Lot;
- (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
- (d) noise management, including compliance with the *Environmental Protection (Noise) Regulations 1997* (as amended or replaced from time to time) and the implementation of a noise management plan which must ameliorate noise impacts generated by the operation of the use on the amenity of the Residential Lots;
- (e) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and
- (f) the provision of fire fighting equipment,

and must comply with the notices or requirements of any relevant Authority regarding the matters in this sub-bylaw 2.3(4).

2.4 The Owner or occupier of a Commercial Lot must not use or allow a Commercial Lot, plant or machinery or fixtures or fittings on it to be used:

- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- (2) as sleeping quarters or as residence;
- (3) for the keeping of any animal subject to any express right contained in the Act and Schedule 2, By-Law 20;
- (4) for an auction or public meeting; and
- (5) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.

2.5 The Owner and occupier of a Commercial Lot must not bring into store or use in their Commercial Lot any inflammable, dangerous or explosive substances (for example, acetylene, industrial alcohol, burning fluids) unless such substances are needed for the proper conduct of the business upon the Lot and the substances are stored and used only whilst taking all necessary safety precautions and in compliance with all statutes and regulations relating to such substances.

2.6 The Owner and occupier of a Commercial Lot must keep the Commercial Lot clean and in good condition, and must:

- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
- (2) maintain both the internal and external surfaces of the windows in a clean condition;

- (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
- (5) where necessary provide a sanitary hygiene service to the female toilets;
- (6) cause rubbish and recycling materials accumulated in the Commercial Lot to be placed daily in the rubbish container provided by the Strata Company and situated within the waste services set aside for that purpose or in accordance with the arrangements made by the Owner and occupier of a Commercial Lot in accordance with By-Law 2.7; and
- (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receipt receptacle or anywhere else on the common property.

2.7 The Strata Company may require the Owner and occupier of a Commercial Lot to:

- (1) not utilise the rubbish containers and waste management areas reserved for waste disposal where any waste generated from the Owner and occupier constitutes bulk waste or refuse, or excessively large quantities of waste and refuse;
- (2) place any bulk waste or refuse, or excessively large quantities of waste and refuse in parts of the common areas designated by the Strata Company for the storage of bulk waste or refuse, or excessively large quantities of waste and refuse; and
- (3) make its own arrangements at the Owner and occupier's sole cost, for collection and disposal of bulk waste or refuse, or excessively large quantities of waste and refuse.

2.8 The Owner and occupier of a Commercial Lot must:

- (1) not use the toilets, sinks, drainage and Plumbing Fixtures on the Commercial Lot for purposes other than those for which they were respectively designed or installed;
- (2) not place in any of the facilities referred to in sub-bylaw 2.8(1) rubbish, chemicals, contaminated material and any other substances that they are not designed to receive or that would infringe health or environmental regulations;
- (3) at their cost, repair any damage caused to any of those facilities by breach of this By-Law.

2.9 The Owner and occupier of a Commercial Lot must:

- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;
- (2) to the extent caused, or necessitated, by the actions of the relevant Owner or occupier, be liable for the cost of:
 - (a) repairing any damage to the electrical system;

- (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and
 - (c) if necessary, disconnecting the Owners' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and
 - (3) not install or permit to be installed an Air-Conditioning System on any alfresco area forming part of the Commercial Lot, or any areas external to the Commercial Lot which are made available for the use of the Commercial Lot.
- 2.10 The Owner and occupier of a Commercial Lot must:
- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
 - (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
 - (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
 - (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.
- 2.11 The Owner or occupier of a Commercial Lot must maintain their exhaust system to ensure that there is no nuisance created by an objectionable discharge at the exhaust outlet on common property or alfresco areas. Should the use generate an objectionable discharge the Commercial Lot Owner must install suitable exhaust filtration equipment to manage the discharge.
- 2.12 The Owner and occupier of a Commercial Lot:
- (1) may in respect of any alfresco areas forming part of the Commercial Lot, but without limiting any other obligation of the Owner under this Schedule 2, By Law 2:
 - (a) place tables and chairs in the alfresco area of the Commercial Lot where the use of tables and chairs is ancillary to the conduct of any business from the Commercial Lot; and
 - (b) play music, or permit music to be played or other noise to emanate so that it is audible within the alfresco area of a Commercial Lot provided that the music must not be audible from within the confines of any internal space of any Lot (other than the Commercial Lot from where the music emanates);
 - (2) must not, without the prior written consent of the Strata Company:
 - (a) allow the alfresco area to be used for the storage of cartons, boxes, pallets or any other types of crates or boxes used for the delivery of foodstuffs or any other equipment or material;
 - (b) place any chair, table or other item in the common property adjoining any part of the Commercial Lot including the alfresco area;

- (c) place any signage, including, if the alfresco area is used for alfresco dining, sandwich boards or similar advertising placards, on any area of the common property adjoining the alfresco area;
 - (d) erect any structure on the boundary of the alfresco area, including any fence, wall or other barrier between the alfresco area and the common property, or otherwise place any other permanent fixture or fitting which blocks or restricts access to or through the alfresco area except with the written consent of the Strata Company and subject to any other conditions imposed by the By-Laws;
 - (e) install any floor coverings within the alfresco area unless they are of such uniform style, colour and materials as is consistent with the style, colouring and materials of floor coverings within the common property as determined by the Strata Company from time to time; and
- (3) must maintain the alfresco area in clean and tidy state and free of food scraps and any other rubbish, and otherwise to a high standard consistent with the style and quality of the Scheme at all times and for the avoidance of doubt, the Strata Company may remedy any default as provided for in Schedule 1, By-Law 38.
- 2.13 If, after the date of registration of the Strata Plan any Commercial Lots, including any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots have not been fitted out for trading use by the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor and:
- (1) the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including installation of air-conditioning condensers on common property or works on or to any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots); or
 - (2) the first successor in title to the Original Proprietor to the Commercial Lots (**Original Purchaser**) acquires the Commercial Lot and the Original Purchaser or any tenant, licensee or concessionaire of the Original Purchaser proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including installation of air-conditioning condensers on common property or works on or to any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots),

then subject to the Original Proprietor or the Original Purchaser obtaining any necessary statutory approvals in respect of the proposed fitout works, the Strata Company and the Owners acknowledge and consent to the Original Proprietor or the Original Purchaser proceeding with any fitout works to the Commercial Lots (including to the extent those works constitute structural alterations to the Lot or works affecting common property such as the installation of air-conditioning condensers on common property or works on or to any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots) without having to obtain any consent or approval from the Strata Company provided, however that:

- (3)
- (4) the fitout works comply with all of the required standards set out in these By-Laws, including without limitation, Schedule 2, By-Laws 10, 11, 13 and 14; and

- (5) in carrying out the fitout works, the Original Proprietor or Original Purchaser complies with each of the obligations under the Act and in these By-Laws for carrying out the fitout works, including without limitation the obligations set out in Schedule 2, By-Law 6.1 (excepting 6.1(2)) and 6.2).
- 2.14 Unless sub-bylaw 2.13 applies, without limiting the obligations in Schedule 2, By-Law 6, before the commencement of any works in the nature of a “fit out”, including any works which require structural alterations or additions intended to make a Lot suitable for occupation, or re-occupation of a Commercial Lot, an Owner and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works from the Local Government and any other relevant Authority, submit an application and receive approval of the Council to those works, which application will be considered by the Council having regard to the terms and conditions set out in these By-Laws, including without limitation Schedule 2, By-Law 10.
- 2.15 In considering an application pursuant to By-Law 2.14, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a mechanical engineer in regard to any aspect of the compatibility of the proposal with the Services and from a structural engineer in relation to the effect any proposed structural works may have on the structural soundness of the building.
- 2.16 An Owner and occupier of a Commercial Lot must, in relation to the Lot and the Scheme as a whole:
- (1) effect and maintain with insurers approved under the *Insurance Act 1973* (Cth):
 - (a) adequate business insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) must not permit their contractors to carry out any works in relation to the Commercial Lots without ensuring that the contractor has all appropriate insurance cover in respect of those works.
- 2.17 Subject to the approval of the Local Government and any other relevant Authority in relation to the proposed use of a Commercial Lot, the Owner or occupier of a Commercial Lot shall have the right to make an application to the Department of Racing, Gaming and Liquor (the **Department**) for the issue of a liquor licence in respect of the Commercial Lot. The Owner or occupier of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. An Owner or occupier who makes an application pursuant to this By-Law 2 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme which render it impossible for the Owner or occupier to comply with any conditions imposed by the Department.

3. Parking

3.1 General Obligations of Owners and Occupiers – Car Bays

- (1) No Owner or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any

person, company or corporation who is not an Owner or occupier of a Lot within the Scheme.

- (2) Without limiting sub-bylaw 3.1(1), the Owners and occupiers must not permit visitors to the Scheme to park in any car bay which forms part of its Lot, or over which it has been granted exclusive use.
- (3) An Owner is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.
- (4) An Owner or occupier of a Residential Lot may not, without the consent of the Strata Company:
 - (a) erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use;
 - (b) where a form or structure exists as at the date of registration of the Scheme, replace, modify, alter or remove that existing form or structure; nor
 - (c) use the car bay as a storage area.
- (5) An Owner or occupier of a Commercial Lot may:
 - (a) erect any form of structure within or on the boundary of any part of a car bay on the ground floor which forms part of its Lot, or over which it has been granted exclusive use;
 - (b) where a form or structure exists as at the date of registration of the Scheme, replace, modify, alter or remove that existing form or structure; and
 - (c) use the car bay as a storage area,without Strata Company approval, but subject to obtaining and complying with any approvals that may be required from any relevant Authority in relation to the erection of structures within the car bay or the use of the car bay for a use other than Vehicle parking.
- (6) Each Owner consents to the Strata Company attending to such works to the car bays and any parts of the common property to ensure that they remain appropriately marked or signed at all times, including:
 - (a) any painting and line markings; and
 - (b) any signage, including directional signage.
- (7) If an Owner or occupier fails to comply with its obligations in either of sub-bylaws 3.1(3) or 3.1(4), the Strata Company is authorised, upon notice to the Owner or occupier (and subject to the Owner or occupier being given a reasonable opportunity to remedy the failure or default), to enter upon the car bay for the purposes of cleaning the car bay or removing any structure or offending item, the costs of which will be payable by the relevant Owner or occupier.

3.2 Electric Car Charging

- (1) An Owner may, without the prior written consent of the Council, install electric car charging equipment on or on common property adjacent to, subject to sub-bylaw 3.2(1)(d), its part Lot car bay for the purposes of charging electric Vehicles owned by the Owner or occupier of the relevant Lot, at its cost and subject to the following terms and conditions:
 - (a) the Owner must ensure that the car charging equipment is installed by a suitable contractor approved by the Strata Company and is connected to the load management system nominated by the Strata Company;
 - (b) the Owner acknowledges and agrees that the Strata Company gives no guarantees that the power supply will, at all time, be sufficient to meet demand;
 - (c) the Owner is responsible for all:
 - (i) costs associated with the installation of the car charging equipment (including any costs incurred by the Strata Company), including the cost of installing a separate meter to record electricity consumption if required; and
 - (ii) electricity consumption charges incurred in the operation of the car charging equipment;
 - (d) where practicable, the Owner must ensure that the car charging equipment is wholly contained within the boundary of the part Lot car bay except that the Council will not unreasonably withhold its consent to car charging equipment being installed on common property in positions that do not interfere with the use of any other Lot or the means of access to any other Lot or any facilities on the common property; and
 - (e) the provisions of Schedule 1, By-Laws 27 and 29 apply to the extent that any cabling, wiring or other equipment is required to be located on Common Property.

3.3 Bicycle Parking

- (1) The Strata Company must, and the Owners and occupiers of all Lots acknowledge and agree that the Strata Company must set aside and maintain, as a minimum, 104 bicycle bays within the Common Property for the parking and storage of bicycles (**Bicycle Bays**).
- (2) The Strata Company must ensure that the Bicycle Bays are appropriately marked or signed as such at all times and where they are for the use of visitors, are readily accessible to visitors of the Commercial Lots and / or the Residential Lots at all times.
- (3) The Owners and occupiers acknowledge and agree that:
 - (a) the use of the common property for the parking of bicycles is at the risk of the Owners and occupiers of the Scheme and any other users; and
 - (b) they must at all times comply with the rules made from time to time by the Council in relation to bicycle parking.

3.4 Visitor Car Bays

- (1) The Strata Company must, and the Owners and occupiers of all Lots acknowledge and agree that the Strata Company must set aside, as a minimum, 48 car bays within the common property exclusively for the use as car parking for visitors to the Scheme, one of which, as a minimum, must be a disabled / accessible car bay the use of which is subject to the display of a valid ACROD sticker (**Visitor Car Bays**).
- (2) The Strata Company must ensure that the Visitor Car Bays are appropriately marked or signed and are readily accessible to visitors at all times, subject to the terms of the Carpark Management Plan.
- (3) The Owners and occupiers of the Lots acknowledge and agree that they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Bays at any time.
- (4) The Strata Company may clamp the wheels of any Vehicle parked in any Visitor Car Bays, except where the Vehicle is parked in accordance with this By-Law 3.4.
- (5) The Strata Company may not, without the consent of the Local Government, grant rights of exclusive use or special privilege over any of the Visitor Car Bays to any Owner at any time.

4. Maintenance and repairs

4.1 An Owner must, at its cost:

- (1) carry out all work that may be ordered by any relevant Authority or Local Government in respect of its Lot within the time period specified in the order; and
- (2) keep its Lot clean and in a state of good repair and free from vermin.

4.2 The Strata Company, must at all times, maintain the road verges directly abutting the Scheme in a neat and tidy condition.

5. Refuse, cleaning and waste management

5.1 Owners and occupiers must:

- (1) maintain within their Lot, or on such part of the common property as may be authorised by Council, a garbage bin in clean and dry condition and adequately covered;
- (2) ensure that garbage bins, waste storage or other waste receptacles are only placed in any bins and compactors on the common property and are not left on any part of the common property at any time;
- (3) comply with all By-Laws of the Local Government relating to the disposal of garbage;
- (4) not deposit rubbish on common property or on their Lot or any other Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 sub-bylaw 5.2, placed in garbage bins, compactors or chutes provided or approved by the Strata Company on the common property;

- (5) ensure recyclable materials are placed into recycling containers provided or approved by the Strata Company;
 - (6) ensure food organics are placed into FOGO containers provided or approved by the Strata Company.
- 5.2 Owners and occupiers must not place within any garbage chute any form of recyclable materials, including cardboard boxes and glass bottles and any other materials that may block or otherwise damage the garbage chute.
- 5.3 Owners and occupiers must cause any excess or excessively large waste to be placed in bulk containers provided by the Strata Company for the purpose or otherwise dispose of as directed by the Strata Company.
- 5.4 To the extent of any inconsistency between this Schedule 2 By-Law and Schedule 1 By-Law 1, then Schedule 1 By-Law 1 will prevail.

6. Alterations to Lot

- 6.1 An Owner must not commence any structural alterations, building or associated works of any kind to their Lot before they have:
- (1) obtained all the necessary approvals and permits of the Local Government;
 - (2) obtained the consent of the Strata Company to the structural alterations in accordance with the requirements of the Act;
 - (3) in addition to the requirements for obtaining approval set out in Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
 - (4) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Owner undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Owner; and
 - (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Owner undertaking the structural alterations, building or associated work.
- 6.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, an Owner must ensure:
- (1) subject to Schedule 2 By-Law 18, that all tradesmen's Vehicles are parked, stored or kept within that part of the Owner's Lot intended for use as a car parking bay;
 - (2) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
 - (3) that no security door or gate within the scheme remains open while the works are carried out;

- (4) that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- (5) that access to or egress from the Owner's Lot by all tradesmen bringing materials to the Lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
- (6) that no noxious or offensive activity be carried on upon its Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Owners or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Owners and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be used in the performance of the works during the hours specified in this sub-bylaw 6.2(6);
- (7) that all works are carried out in an enclosed environment to prevent the escape of dust, debris and other materials from the Lot; and
- (8) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

7. Use of Common Property - Conduct of Owners, occupiers and Invitees

7.1 Owners and occupiers must:

- (1) use and enjoy the common property in such a manner as not to interfere with the reasonable use and enjoyment of the common property by other Owners, occupiers or Invitees;
- (2) take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or other Lots by other Owners, occupiers or Invitees; and
- (3) ensure that they comply, and that their Invitees comply, with the provisions of the By-Laws and the regulations or by-laws of the Local Government or the requirements of any other relevant Authority, and they must do all such things as are reasonably necessary to ensure that the Invitees vacate the Land as soon as possible, if the Invitees fail to comply with any By-Law or regulation.

7.2 Owners and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to an Owner or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to an Owner or occupier of another Lot or to any person lawfully using common property;
- (3) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
- (4) make undue noise or allow undue noise to be made in or about any Lot or common property;

- (5) allow the escape of irrigation water from the Owner's garden or balconies; nor
- (6) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

7.3 Owners and occupiers must in respect of the Bicycle Bays forming part of the common property:

- (1) only use the Bicycle Bays for the purpose of parking and storing bicycles; and
- (2) agree that the use of, and storage of bicycles in bicycle bays forming part of the common property at the risk of the Owners and occupiers.

7.4 Owners and occupiers must not, without the prior consent of the Strata Company:

- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
- (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
- (3) store any items in or upon the common property;
- (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
- (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Owner or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

8. Services supplied on Common Property

8.1 The Strata Company may engage or contract with any third-party contractor to provide them access to the common property for the purpose of supplying goods or services to any part of the common property or for the benefit of any Owner or occupier.

8.2 The Strata Company may:

- (1) establish a booking system to govern the use of any part of the common property; and
- (2) charge and retain a fee for any third-party services provided in accordance with sub-bylaw 8.1.

9. Safety and Security

9.1 Owners and occupiers must:

- (1) take all reasonable steps to maintain the safety and security of its Lot and the Scheme;

- (2) notify the Council immediately they become aware of any threat to the Scheme;
- (3) comply with all directions of the Council concerning the safety and security of the Scheme; and
- (4) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Owner provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Owner or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

10. Lot Appearance

- 10.1 An Owner or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.
- 10.2 Without limiting Schedule 2 sub-bylaw 10.1, or any Schedule 1 By Law, an Owner or occupier must not:
 - (1) allow any antennas, satellite dishes and Air-Conditioning System, other than Existing Air-Conditioning System, to be visible from outside their Lot unless the Council has approved the locations for and installation of any antennas, satellite dishes and Air-Conditioning System; nor
 - (2) allow clothes drying on a balcony or place screens on balcony balustrades.

11. Floor Coverings

- 11.1 A proprietor must ensure that all floor space within that Owner's Lot is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Owners or occupiers of any other Lots.
- 11.2 An Owner may install a wooden or other hard-surfaced floor-covering to their Lot with the prior written approval of the Council provided that a sound proof membrane approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Owner must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

12. Balconies and External Living Areas

- 12.1 An Owner or occupier of a Lot must not:
 - (1) use any balcony or external living areas other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
 - (2) place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture and built-in furniture, except with the prior written approval of the Council taking into account Schedule 2 By-Law 10 and the matters in this Schedule 2 By-Law 12;

- (3) leave loose objects on the balcony and the Owner acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Lot if the balcony doors are left open;
 - (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony; nor
 - (5) hang any washing, bedding, clothing or other article on the balcony or external living area.
- 12.2 An Owner or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Owner or occupier of the Lot, or to the property of any other Owner or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Lot.
- 12.3 The Owners and occupiers of a Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:
- (1) the removal of lightweight furniture during storms; and
 - (2) the removal of planter boxes during storms.

13. Window Treatments

- 13.1 An Owner or occupier of a Commercial Lot must not, without the consent of the Strata Company:
- (1) fit any blinds or screens within its Commercial Lot that are visible from outside its Lot unless they are of such uniform style and colour as determined by the Strata Company from time to time;
 - (2) fit any roller shutters or similar to the exterior of its Lot; or
 - (3) apply any dark or reflective tinting, obscure glazing, surface film or coloured glass to either the inside or outside surface of any window visible from outside the Lot.
- 13.2 An Owner or occupier of a Residential Lot must not, without the consent of the Strata Company:
- (1) hang window treatments in any internal area of any Lot which are visible from the outside of a Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company; or
 - (2) apply any dark or reflective tinting, obscure glazing, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the Lot; or
 - (3) fit any roller shutters or similar to the exterior of its Lot.

14. Floor Loading

- 14.1 Neither an Owner nor an Owner's Invitee must do any act or thing which may result in:

- (1) excessive stress or floor loading to any part of a Lot; or
- (2) a breach of any restrictive covenant applicable to the Strata Plan.

14.2 For the purposes of Schedule 2 sub-bylaw 14.1, the maximum floor loadings are:

- (1) for internal areas of Residential Lots, 1.5kPa live load; and
- (2) for balconies adjacent to Residential Lots, 2kPa live load; and
- (3) for a Commercial Lot 4kPa live load.

15. Cleaning Windows

- 15.1 An Owner must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.
- 15.2 The Owners of the Commercial Lots must, in addition to its obligations in Schedule 2 sub-bylaw 15.1, keep all external glass (whether in windows, doors or otherwise) on the boundary of its Lot clean and serviced at its cost at all times.

16. Signage on Commercial Lots

- 16.1 The Owners and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
 - (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 28;
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot; and
 - (3) the sign does not contain any offensive material.

17. Signage on Residential Lots

- 17.1 No sign or billboard may be displayed:
 - (1) within public view on any portion of a Residential Lot; or
 - (2) on the common property in respect of a Residential Lot.

18. Vehicles

- 18.1 An Owner or occupier or Invitee must not park or stand a Vehicle in any other Owner's part Lot car bay or exclusive use car bay, or park or stand a Vehicle on common property except within a bay set aside for the parking of a motor Vehicle.
- 18.2 Subject to the Act, each Owner and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:

- (1) damage from any cause a Vehicle may sustain at any time;
 - (2) the theft of any Vehicle or for the theft of any parts, equipment or contents of any Vehicle however occurring;
 - (3) the theft of any of the goods or belongings of any Owner, occupier or Invitee from a Vehicle, whether the theft occurred in a Lot, part Lot or on common property, including any exclusive use car bay; or
 - (4) any injury which any Owner, occupier or visitor to the Land may sustain however or wherever occurring.
- 18.3 Each Owner and occupier will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions, suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Owner or occupier or any injury to or death of any person caused by that Owner or occupier using any part of the Land.
- 18.4 An Owner or occupier must not drive any Vehicle on any common property access ways in excess of 10 kilometres per hour.
- 18.5 An Owner or occupier must not, without the prior written approval of the Strata Company:
- (1) park or stand any Vehicle upon common property, except as permitted by the By-Laws or with the written approval of the Council;
 - (2) park or stand any Vehicle on a part-Lot car parking bay Lot or common property other than wholly within a car parking bay;
 - (3) park or stand any Vehicle within any visitors car parking bay on common property;
 - (4) park or stand any Vehicle other than a motor car, on a Lot or common property, other than for and in the course of deliveries to the Lot; nor
 - (5) conduct substantial repairs to or restorations of any Vehicle upon common property or allow any inoperable Vehicle to remain on its Lot or on common property.

19. Flammable materials

- 19.1 An Owner and occupier must not use or store any inflammable or hazardous material upon the Lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a Vehicle.

20. Animals

- 20.1 In this Schedule 2, By-Law 20:

- (1) **Excluded Cat** means a cat that is not registered per the requirements of the *Cat Act 2011* (WA).
- (2) **Excluded Dog** means:
 - (a) any dog prohibited from importation into Australia by the Commonwealth Government; and

- (b) a dog that is not registered per the requirements of the *Dog Act 1976* (WA);
or
- (c) a dangerous dog prescribed as such under the *Dog Act 1976* (WA) or any associated regulations to that Act.

20.2 An Owner or occupier of a Lot may bring onto or keep within its Lot, without the consent of the Council:

- (1) animals appropriate to be kept in, and which are contained in, an enclosed aquarium where the aquarium is of a size not exceeding 300 litres;

and / or:

- (2) up to 2 caged birds; or
- (3) 1 dog that is not an Excluded Dog; or
- (4) 1 cat that is not an Excluded Cat,

provided that the Owner or occupier must give the Strata Company notice of any animal kept within its Lot pursuant to this sub-bylaw 20.2 in the manner prescribed by the Council, including giving notice to the Council when the Owner or occupier ceases to keep that animal within its Lot.

20.3 Except as permitted in sub-bylaw 20.2, an Owner or occupier must not bring onto or keep any animal within its Lot other than an assistance animal without the prior written consent of the Council.

20.4 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex and is not an Excluded Dog or and Excluded Cat.

20.5 An Owner or occupier who brings onto or keeps within its Lot an animal pursuant to Schedule 2, sub-bylaw 20.2, or with the consent of the Council granted under Schedule 2 sub-bylaw 20.3 and includes, in the case of sub-bylaws 20.5(3), 20.5(4) and 20.5(5), an Owner or occupier who keeps an assistance animal:

- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
- (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot except that the Owner or occupier may access those parts of the common property with the animal which are specifically designated and set aside by the Strata Company from time to time for animals (for example, any areas set aside as an animal play area) subject to the Owner or occupier complying with sub-bylaws 20.5(3), 20.5(4) and 20.5(5) and any other rules prescribed by the Strata Company from time to time in relation to animals on the common property;
- (3) must keep the animal restrained whilst on common property, except where appropriate within the facilities on common property designated for pet play;
- (4) is responsible for the health, hygiene, control and supervision of the animal; and
- (5) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Owners.

- 20.6 The Strata Company may serve a notice on an Owner or occupier of a Lot whose animal causes a nuisance to other Owners requiring that Owner or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 20.7 An Owner or occupier that fails to comply with a notice issued under Schedule 2, sub-law 20.6 must immediately remove the animal from the Lot.

21. Prohibition on Smoking

- 21.1 No Owner, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco-based product or other substance upon or within any portion of a Commercial Lot or balcony of a Residential Lot or the common property and further, they must comply with any laws or regulations in relation to smoking in any areas of the Scheme.

22. Rules

- 22.1 The Strata Company may determine, in a general meeting from time to time to make, withdraw or amend rules for the use, control and management of the common property including:
- (1) affixing of external aerials;
 - (2) parking of Vehicles, including restrictions and requirements applicable to the parking of vehicles;
 - (3) management of use and access to and through the carpark;
 - (4) fire and emergency exercises;
 - (5) use of lifts, stairways and passageways;
 - (6) rubbish collection;
 - (7) animals on common property;
 - (8) security of the building and charges relating to the security system and security keys; and
 - (9) any other matter provided for in these By-Laws.
- 22.2 An Owner or occupier, and an Owner or occupier's Invitees will comply at all times with the rules in place from time to time.
- 22.3 The Owners and occupiers acknowledge and agree that a breach of any rule made by the Strata Company in accordance with the provisions of this or of any other By-Law constitutes a breach of this or other relevant By-Law.

23. Fire Protection and Equipment

- 23.1 The Strata Company must:
- (1) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in

accordance with the requirements of DFES from time to time, including complying with their Direct Brigade Alarm Connection Code, and the National Construction Code and applicable Australia Standards; and

- (2) comply with the terms of any agreement entered into between DFES and the Original Proprietor for the connection of a Direct Brigade Alarm to the building.
- 23.2 An Owner or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Lot or the common property.

24. Alternative Solution

- 24.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 24.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 24.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an alternative solution (Alternative Solution) which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of sub-by-law 24.3(1) and 24.3(2).
- 24.4 The Original Proprietor has adopted Alternative Solutions relating to the following:
- (1) Omission of smoke doors along corridors;
 - (2) use of non-compliant PVC ductwork for toilet and kitchen exhausts;
 - (3) duct sizing for bathroom and kitchen exhaust systems;
 - (4) extended travel distance to point of choice and to an exit from the pool area;
 - (5) location of alternative exits from residential floors;
 - (6) omission of sprinklers from tops of lift shafts;
 - (7) location of WIP only at sprinkler valve sets in stairways;
 - (8) use of portable fire extinguishers in lieu of fire hose reels in commercial units;
 - (9) waterproofing to wet areas;
 - (10) waterproofing to windows and doors to external areas of the building; and may adopt or be required to adopt additional Alternative Solutions from time to time.
- 24.5 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.
- 24.6 Each Owner is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 24.
- 24.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 24.
- 24.8 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.

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- 24.9 To the extent permitted by law, the Strata Company and each Owner and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 24.10 In this By-Law 24, Claim means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims

for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

25. Essential Services to be inspected or tested

- 25.1 The Strata Company must comply with the *Building Regulations 2012 (WA)*, Regulation 48A in respect of its obligations to maintain the common property including, but not limited to, all equipment and safety systems.
- 25.2 For the purposes of complying with this By-Law 25, with respect to systems related to building fire integrity, means of egress and fire-fighting services and equipment, AS1851 should be followed.
- 25.3 In addition to the general obligations of the Strata Company to repair and maintain the common property and the obligations referred to in sub-bylaws 25.1 and 25.2 above, the Strata Company must ensure that the following are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance described below and in accordance with the nature and frequency of inspection or testing described below:

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Emergency Lighting	BCA E4, AS 2293.1	6 monthly to AS 2293
Exit Signs	BCA E4, AS 2293.1	6 monthly to AS 2293
Fire indices for materials	BCA C1.10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual Inspection
Penetrations in fire-rated and smoke rated structures	BCA C3	Annual Inspection
External metal surfaces (including painted or powder coated surfaces) such as garage doors and pedestrian gates.		To be washed and soft brushed once a month – repainted when required. To be serviced once every 3 months.
Reticulation System		To be checked regularly – important to not overwater, and not to water other than on allocated days.
Lift	BCA E3	Ensure contractor adheres to service agreement
Roof Gutters and drains		To be cleaned every 3 months
Soak wells		To be inspected every 6 months and emptied when required.
Carpets		Dry-clean communal carpets in lounge areas etc. once every 6

		months or more often if required.
Timberwork		To be kept clean and repainted every 3 to 5 years or when required.
Plant thermostats		Serviced in accordance with manufacturer's instructions.
Water heaters, boosters and circulating pumps		Serviced in accordance with manufacturer's instructions
Swimming pool safety fencing and gates	BCA G1.1	Checked regularly as required by BCA and local government
Carpark mechanical ventilation		To be checked and serviced in accordance with manufacturer's instructions

26. Public Address and Sound Amplification Systems

- 26.1 No Owner or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loudspeaker, amplifier, public address system or other similar device in a Lot or the common property, exclusive use area or in any other place where it may be heard in any other part of the Scheme without the consent of the Council.
- 26.2 An Owner of a Commercial Lot may operate a radio or television receiver on their Lot subject to the Owner complying with all reasonable restrictions imposed by the Council from time to time in relation to noise restrictions for the Land.

27. Power to Decorate

- 27.1 An Owner may, without obtaining the consent of the Strata Company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of its Lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

28. Common Property Damage & Contractor Instructions

- 28.1 If damage of any nature is caused to any part of the common property by the actions of any Owner, occupier or their Invitee, that Owner must bear the full cost of making good such damage.
- 28.2 If the Strata Company expends money to make good the damage to the common property (which has been notified to the relevant proprietor and in relation to which notice the Owner is in default under Schedule 1 By-Law 38), the Strata Company shall be entitled to recover from the Owner or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 28.3 No Owner, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall also be

personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

29. Limiting access to parts of common property

29.1 The Strata Company may take measures to:

- (1) ensure the security and to preserve the safety of the common property and the Lots from damage, fire or other hazards; and
- (2) ensure the security and preserve the health and safety of any person on the common property,

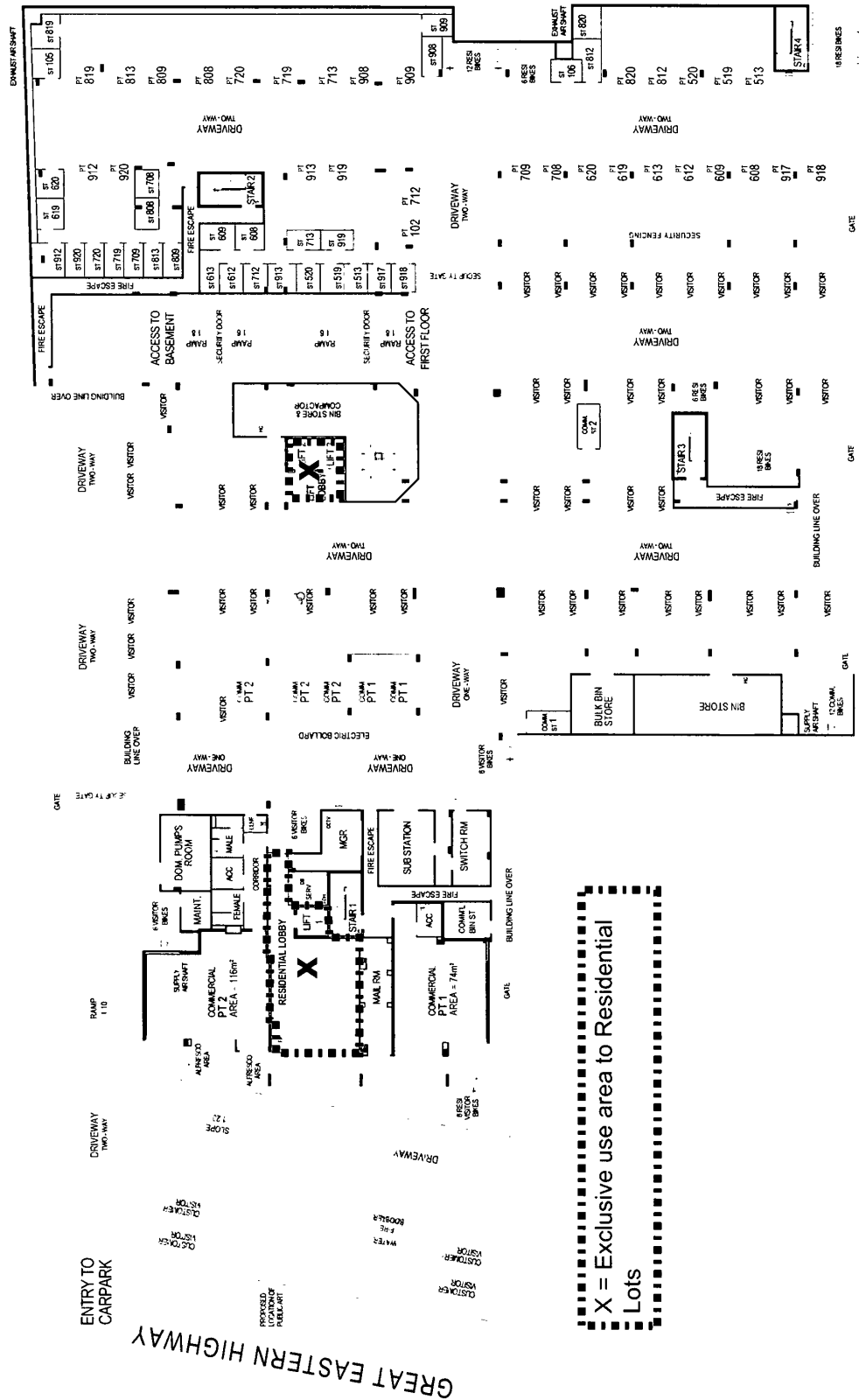
and, may:

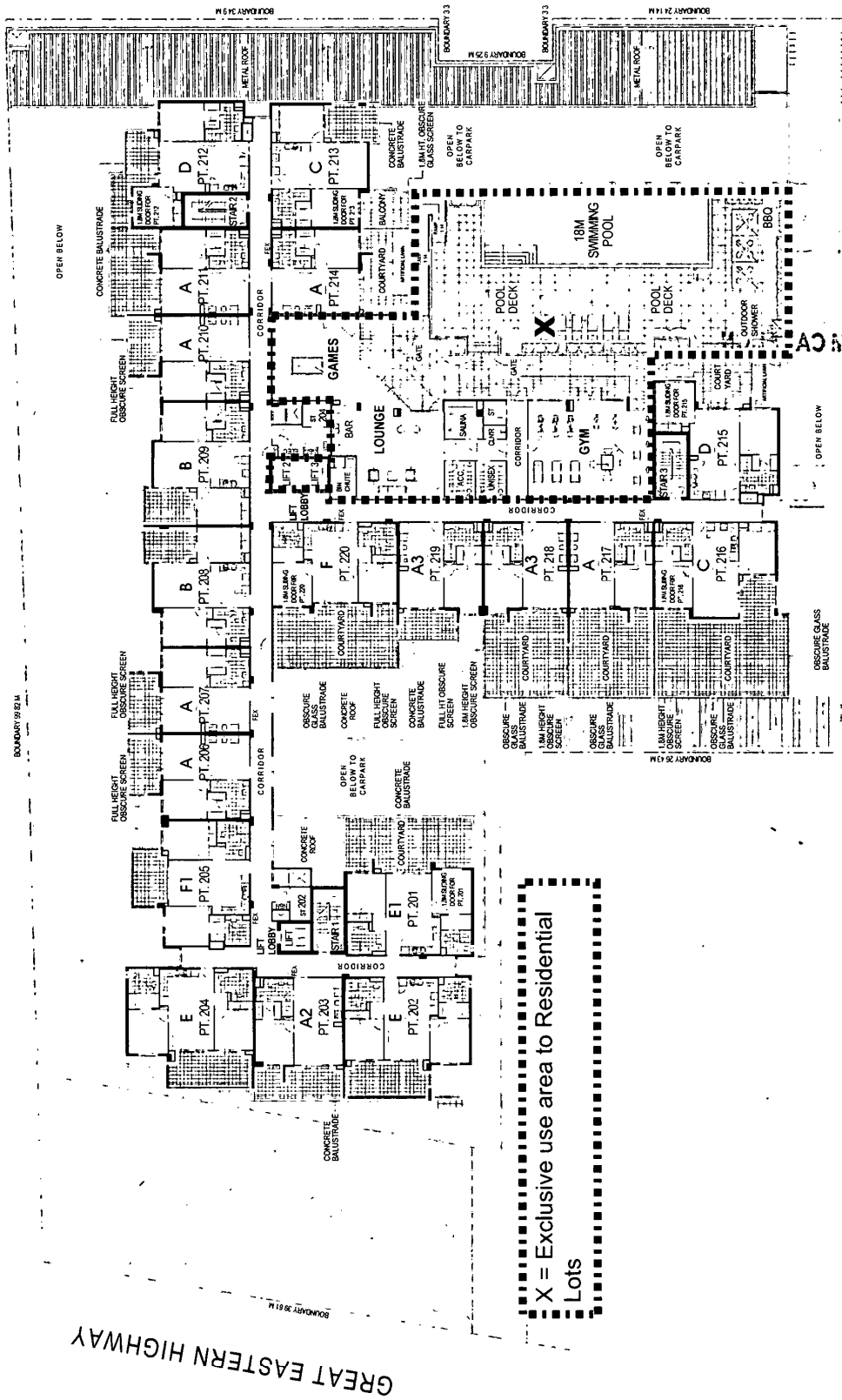
- (3) in respect of any part of the common property not required for access to a Lot, close off or restrict access to that part of the common property on either a temporary or permanent basis but only where directed or required to do so by a relevant Authority or by law; or
- (4) in case of emergency posing immediate threat to life or property, close off any or all parts of the common property on a temporary basis where the emergency cannot be reasonably managed or mitigated by other means; or
- (5) restrict the access to, or use by, Owners or occupiers (including their Invitees) of any part of the common property in the ordinary course of the Strata Company performing its duties under the Act.

Annexure A - Exclusive Use Facilities Plan (Schedule 1, By-Law 32)

GROUND FLOOR PLAN

Exclusive Use Facilities Plan
sheet 1 of 2





2ND
FLOOR PLAN

Exclusive Use Facilities Plan
sheet 2 of 2

X = Exclusive use area to Residential
Lots



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: 06/05/2026
(To be signed by each Applicant)

Executed by 239 Great Eastern Highway Pty Ltd ACN 166 919 508 in accordance with
section 127 of the Corporations Act 2001:

Director/company secretary
SCOTT WILLIAM CAMERON

Name of director/company secretary
(BLOCK LETTERS)

Director
RONALD KEAN YEW CHAN

Name of Director
(BLOCK LETTERS)

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation



2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

_____ is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵: _____

Member of Council¹⁵: _____

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: _____

Signed for and on behalf of¹⁴ _____ in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☐ Strata Manager of strata company¹⁶:

☐ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



OFFICE USE ONLY

Q871462 SB

18 May 2026 13:50:30 Perth

**[SB] Scheme By-laws**

Lodged by:¹⁷ PARAMOUNT SETTLEMENTS
Address: PO BOX 378, NORTHBRIDGE WA 6865
Phone Number: (08) 9228 0989
Email Address: chris@paramountsettlements.com.au
Reference Number: ST/22006
Issuing Box Number: 192L

Instruct if any documents are to
issue to other than Lodging Party

Prepared by: DLA Piper Australia
Address: Level 21, 240 St Georges Terrace,
Perth WA 6000
Phone Number: (08) 6467 6000
Email Address: (08) 6467 6001
Reference Number: 11010749/1

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. CONSENT LETTER
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 1Landgate Officer Initial: [Signature]

¹⁷ Lodging Party Name may differ from Applicant Name.

Version 1

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.