

OFFICIAL USE ONLY

**O115698 SM**

22 Mar 2019 13:53:09 Perth


**Management Statement**

(INSERT DOC TYPE HERE)

LODGED BY Lavan

ADDRESS Level 18  
1 William Street  
Perth WA 6000

PHONE No. (08) 9288 6000

FAX No. (08) 9288 6001

REFERENCE No. 1151915

ISSUING BOX No. 99A

PREPARED BY Lavan


ADDRESS Level 18  
1 William Street  
Perth WA 6000

PHONE No. (08) 9288 6000 FAX No. (08) 9288 6001

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u>3x Consent</u>	Received Items
2. _____	Nos. (3)
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk 

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

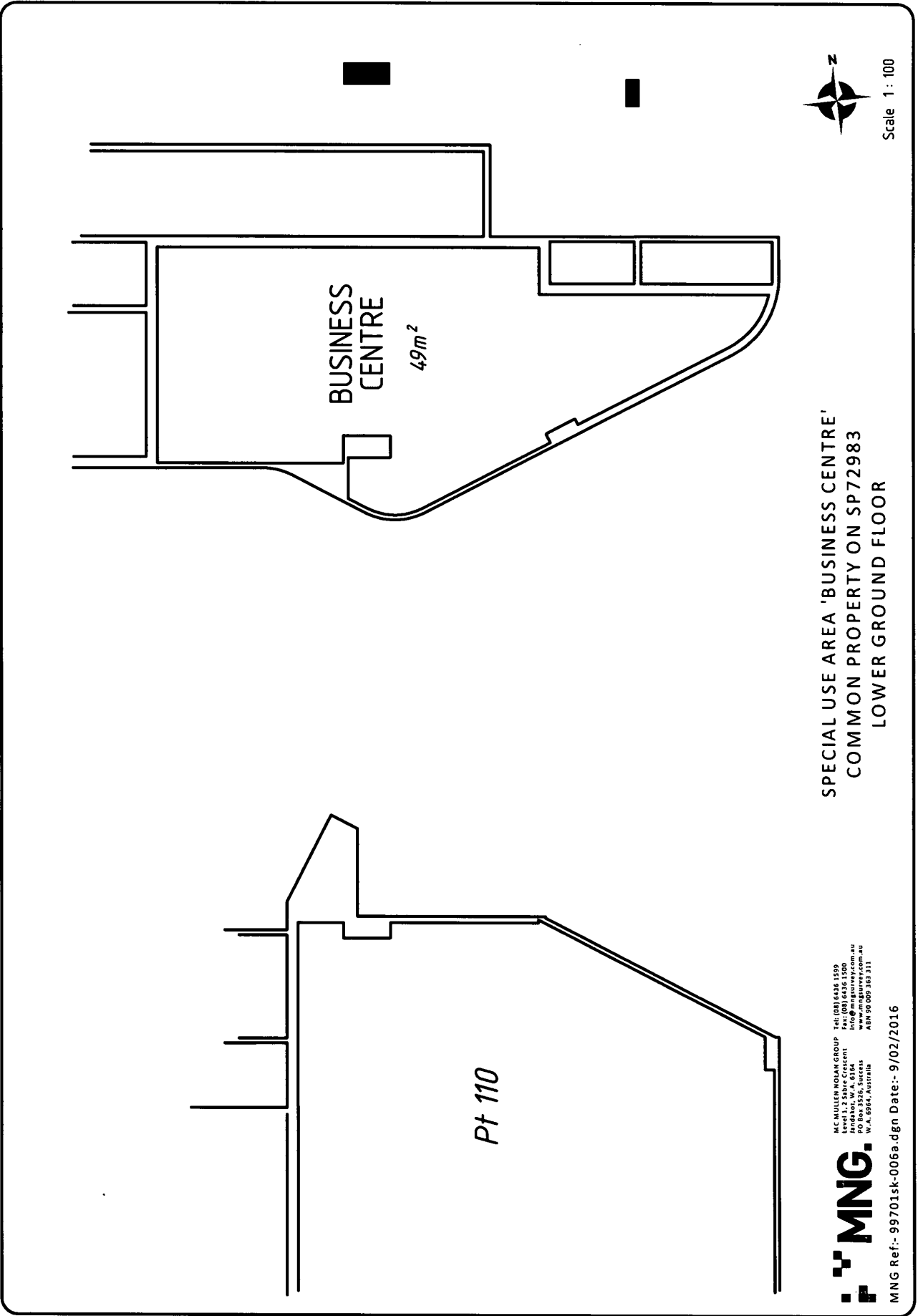


EXAMINED

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**Annexure 2 to By-laws (Exclusive Use Schedule)**

Relevant Lots	Exclusive Use Area	Permitted Use
N/A		



SPECIAL USE AREA 'BUSINESS CENTRE'  
COMMON PROPERTY ON SP72983  
LOWER GROUND FLOOR

**MNG.**  
MCGILL MORGAN GROUP Tel: 081 6434 1559  
W.A. 6154  
Indralok, W.A. 6154  
PO Box 3526, Success  
W.A. 6984, Australia  
info@mngsurvey.com.au  
www.mngsurvey.com.au  
ABN 90 005 303 311

MNG Ref:- 99701sk-006a.dgn Date:- 9/02/2016

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**Annexure 1 to By-laws – Business Centre Plan**

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**Execution**

Executed as a deed

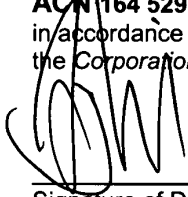
Date: 22 / 2 / 2019

Executed by

**Kishorn Road Apartments Pty Ltd**

**ACN 164 529 908**

in accordance with section 127 of  
the Corporations Act 2001 (Cth) by:

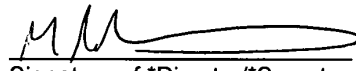


Signature of Director

MIKE REINCKE

Print name of Director

)  
)  
)  
)  
)



Signature of \*Director/\*Secretary

Mark Adrian Adams

Print name of \*Director/\*Secretary

*\*delete that which does not apply*

**Residential Lot** means a lot in the Strata Scheme that is not the Commercial Lot or the Community Tenancy Lot.

**Stage 2 Development** means the Original Owner's proposed development of the parcel of land comprising Lot 180 and the land the subject of strata plan 14488 and which is the subject of a development approval (Department of Planning reference DAP/15/00824) as varied from time to time;

**Small Dog** means any breed of dog which:

- at its full grown size does not exceed 10kgs; and
- is not an Excluded Dog.

**Strata Company** means the strata company of the Strata Scheme.

**Strata Company Assets** means any equipment, machinery, apparatus or other asset of the Strata Company.

**Strata Manager** means the person contracted to provide the services of a professional management agent pursuant to By-Law 190.

**Strata Scheme** means the strata scheme registered under the Act to which these By-laws apply.

**Sundry Items** means all fixtures and fittings installed in:

- a Lot; or
- Common Property solely for the benefit of that Lot at the date of registration of the Plan or a later time with the consent of the Strata Company,

including, without limitation, power points, taps, water outlets, wall and floor tiles, security screens and doors, building management systems, ducting, fly screens, door locks, lights and awnings.

**Utility** means gas, water, electricity and any other usage related service.

**Window Treatments** means any curtains, blinds, shutters, tinting and other window treatments.

**Works** means any:

- construction or building works;
- renovation;
- setting up; or
- installation of partitions or other equipment.

#### Interpretation

In these By-laws, unless the context otherwise requires:

- a reference to a By-law in the Schedule 1 By-laws is a reference to a Schedule 1 By-law unless specifically provided otherwise.
- a reference to a By-law in the Schedule 2 By-laws is a reference to a Schedule 2 By-law unless specifically provided otherwise.
- headings are inserted for guidance only and do not govern the meaning or construction of any provision of these By-laws.
- words expressed in the singular include the plural and vice versa.
- words expressed in one gender include the other gender.
- a 'person' includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate.
- a reference to a party includes that party's successors and permitted assigns and, in the case of a natural person, also includes that person's personal representatives and administrators.
- a reference to any Law will be deemed to include any amendment, re-enactment or consolidation of the Law.
- a reference to 'dollars' or '\$' are reference to the currency of Australia.
- a reference to time is a reference to time in Perth, Western Australia.
- an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- where a person is prohibited from doing something, that person will not allow or permit that thing to be done if that person has, or is reasonably capable of exercising, effective control over the doing of that thing.
- words have the same meaning as defined in the Act unless expressly provided otherwise.

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- 62 Without limiting By-Law 61, an Owner will ensure, to the extent reasonably possible, that any cooking odours or cooking smoke are removed from its Lot by the exhaust systems provided for this.
- 63 Outdoor cooking is permitted within a Lot so long as excessive smoke (over and above that created by normal barbeque cooking) does not emanate from the Lot.

**Plants**

- 64 An Owner will ensure that any pot plant on their Lot is standing in a suitably sized dish that contains any water leaking from the pot plant.

**Definitions**

In these By-laws, the following words appearing in bold have their respective corresponding meanings:

**Act** means the *Strata Titles Act 1985* (WA).

**Building** means any building in which a Lot is located.

**Business Centre** means that part of Common Property depicted in the Plan attached as Annexure 1 to these By-laws.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.

**By-laws** means these By-laws, as amended from time to time.

**Commercial Lot** means Lot 110.

**Common Property** means common property of the Strata Scheme and includes (without limitation) any:

- Strata Company Assets;
- infrastructure;
- installations;
- piping and cabling in this Common Property; and
- other improvements on the Common Property.

**Community Tenancy Lot** means Lot 111.

**Council** means the council of the Strata Company.

**Dispute Notice** means a written notice containing the following information:

- the issue that is in dispute;
- the arguments of the party giving the Dispute Notice, and
- what should be done to rectify the dispute.

**Excluded Dog** means a German Shepherd, Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 or any other breed or category of dog specified from time to time by the Strata Company.

**Exclusive Use Schedule** means the schedule attached to these By-Laws as Annexure 2.

**Independent Person** means an independent, suitably qualified mediator nominated or recommended by the President for the time being of Law Society of Western Australia.

**Lot** means a Lot in the Strata Scheme.

**Lot 180** means Lot 180 on Deposited Plan 302877 being the whole of the land contained in certificate of title volume 1068 folio 399.

**Objection** means any objection, challenge, action, demand or claim against the Strata Company or any of its employees, agents, advisors, contractors, sub-contractors or other authorised representatives.

**Occupier** means any tenant, occupier, employee, agent, contractor or invitee of an Owner while that person occupies or is present on either or both of the Owner's Lot or the Common Property.

**Original Owner** means Kishorn Road Apartments Pty Ltd ACN 164 529 908.

**Owner** means a registered proprietor of a Lot.

**Pet** means an invertebrate or vertebrate animal other than a human.

**Plan** means the strata plan applying to the Strata Scheme from time to time.

**Regulations** mean the regulations to the Act.

**Residential Recreational Facilities** means the facilities provided on Level 4 of the Building and any other common facilities made available for the common use of the Residential Lots from time to time.

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- 46.4 penetrate or otherwise undertake any work in relation to the front door of the Lot without the Strata Company's consent.
- 47 An Owner will ensure, at the Owner's cost, that:
- 47.1 adequate fire protection exists within its Lot; and
- 47.2 its Lot is maintained so as to prevent the spread of fire into any other Lot or the Common Property.
- Balcony**
- 48 An Owner will ensure that the balcony of its Lot is maintained in a reasonably clean and tidy state.
- 49 An Owner will not:
- 49.1 enclose or add any blinds, awnings or other material to the terrace or balcony of its Lot;
- 49.2 erect any structures on the balcony of its Lot;
- 49.3 use the balcony of its Lot to store any items or materials on a permanent or semi-permanent basis; or
- 49.4 install a gas bayonet on the balcony of its Lot;
- without the prior written consent of the Strata Company to do so.
- 50 An Owner will not hang any washing, towel, bedding, clothing or other article on any part of the balcony of its Lot in such a way as to be visible from outside the Building.
- Window Treatments**
- 51 An Owner will not:
- 51.1 install any Window Treatments; or
- 51.2 install, remove, renovate or replace any Window Treatments,
- on its Lot visible from outside the Building unless the Window Treatment have white backing material or have been approved by the Strata Company. For the avoidance of doubt, black sunshade blinds are permitted to be installed without the approval of the Strata Company.
- 52 In giving an approval under By-law 51, the Strata Company will ensure as far as practicable that Window Treatments used in all Lots present a uniform appearance.
- Taps**
- 53 An Owner will promptly repair any leaking taps or faucets in its Lot.
- 54 An Owner will not waste water and will see that all water taps in its Lot are promptly turned off after use.
- 55 Should its Lot be unoccupied for a period of more 1 month, an Owner will ensure that the stopcock or such other similar device on the hot water system to be turned off during that period.
- Moving furniture**
- 56 An Owner will not move any furniture or large object through the Strata Scheme unless it has given the Strata Company sufficient notice of this to enable the Strata Company to organise appropriate supervision.
- 57 Without limiting By-law 56, an Owner must inform the Strata Company or Strata Manager when it intends to move in or move out of its Lot and must comply with all directions of the Strata Company or Strata Manager in relation to this. The Owner must ensure that any furniture removalists (or other contractors) that it engages also comply with the directions of the Strata Company or Strata Manager.
- Cleaning glass**
- 58 An Owner will, at its cost, keep all glass surfaces, on both sides of its Lot clean (even though the external surface may be Common Property), provided that this may be done so safely and without reasonably foreseeable risk of injury to any person or other property.
- 59 The Strata Company must clean the external surfaces of such windows twice a year (or at such other times as reasonably determined by the Council).
- Inflammable substances**
- 60 An Owner will not, without the prior written consent of the Strata Company to do so, use or store in its Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than those substances used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- Cooking odours**
- 61 Subject to clause 63, an Owner will not allow any cooking odours or cooking smoke to emanate from its Lot in any way that will disturb other Owners.

- 36.1 park or stand any motor or other vehicle on any part of the Common Property that is not designated on the Plan or by the Strata Company for this purpose;
- 36.2 drive, permit to be driven or park any vehicle in excess of 2 tonnes weight on or over the Common Property other than any vehicle necessary to complete the authorised construction, occupation or vacation of any Lot;
- 36.3 drive, permit to be driven or park any boat, trailer, caravan, campervan or mobile home on over the Common Property;
- 36.4 drive or control any vehicle in a dangerous or excessively loud manner;
- 36.5 drive or control any vehicle at a speed in excess of 5 kilometres per hour on the Common Property; or
- 36.6 conduct repairs on or restorations to any vehicle, on any portion of the Common Property, unless it has obtained the prior written consent from the Strata Company to do so.

#### **Security**

- 37 An Owner will not do or permit anything to be done which may prejudice the security or safety of:
  - 37.1 any Lot; or
  - 37.2 the Common Property.
- 38 The Strata Company may restrict access to the car parking areas and other parts of the Strata Scheme by means of a proximity card reader system, or similar access control device, for the purposes of securing the Strata Scheme from intruders and to preserve the safety of the Strata Scheme from fire and other hazards. The Strata Company discloses that CCTV security devices have been installed in the Common Property for the security of the Strata Scheme.
- 39 An Owner is responsible in making available security devices to any of its visitors to the Strata Scheme.
- 40 An Owner will:
  - 40.1 not duplicate or permit the duplication of any security devices without the consent of the Strata Company to do so;
  - 40.2 take all reasonable steps to prevent their loss or transfer;
  - 40.3 immediately notify the Strata Company if any security device is lost or destroyed; and
  - 40.4 meet the full cost of all replacements or recoding in respect of any lost keys, security devices or remote controls.
- 41 All security equipment installed on the Common Property, including CCTV equipment, and used in connection with the provision of security for the Common Property will:
  - 41.1 remain the property of the Strata Company;
  - 41.2 be maintained at the cost of the Strata Company; and
  - 41.3 must not be obstructed or interfered with by any Owner or Occupier.
- 42 The Strata Company will not be responsible to an Owner for any failure of the security systems referred to in By-law 41 and an Owner will not make any Objection to this.

#### **Internal Security**

- 43 An Owner may, at its cost, install a security system within its Lot, provided that it does not have an audible alarm system and it does not interfere with any equipment, system or device (of any kind) in:
  - 43.1 another Lot; or
  - 43.2 the Common Property.

#### **Fire Safety**

- 44 The Strata Company will (if required) develop a fire management plan that complies with the requirements of the Fire and Emergency Services Authority of Western Australia, or any other statutory authority having similar responsibility.
- 45 An Owner will comply with any fire management plan under By-law 44.
- 46 An Owner will not:
  - 46.1 interfere with any safety equipment;
  - 46.2 obstruct any fire escape or emergency access route;
  - 46.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed; or

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#### Storage units

- 26 An Owner will not permit any poisonous, toxic, explosive or other dangerous chemicals or substances to be stored in the storerooms that form a part of their Lot.

#### Air-conditioning system

- 27 An Owner may install an air-conditioning system on their Lot if it is approved by the Council or the Strata Company in writing. For the avoidance of doubt, this By-law includes the replacement of any air-conditioning system already installed on the Owner's Lot but only if the location or type of the air-conditioning system is different.
- 28 The Council or the Strata Company can withhold the approval referred to in By-law 29 if, the Council or Strata Company has not received evidence that the installation of the air conditioning system has been approved (or is not required to be approved) by the local authority or in the sole opinion of the Council or the Strata Company, the proposed air conditioning system is, or is likely to be, either:
- 28.1 so noisy as to cause a disturbance to adjoining Owners; or
  - 28.2 of such a size and colour as not to be in harmony with the external appearance of the Strata Scheme.
- 29 The Owner is responsible for any air-conditioning system installed on their Lot and will ensure that the air-conditioning system is:
- 29.1 properly maintained and does not cause any unreasonable disturbance or interference to other Owners; and
  - 29.2 installed such that the air conditioning system is not located on the balcony of the Lot and is hidden from view when viewed from outside of the relevant Lot including, without limitation, by having the air-conditioning system installed behind existing screens or walls
- 30 The Strata Company may give an Owner a notice:
- 30.1 requiring the Owner to comply with By-law 29 or 31 within a reasonable period of time; and
  - 30.2 specifying what is required to be done by the Owner in order to comply with By-law 29 or 31 which may be one or more of the following:
    - 30.2.1 requiring the Owner to remove the air conditioning system and reinstate and restore the Lot to the same state and condition as existed immediately before the air conditioning system was installed within a reasonable time; or
    - 30.2.2 subject to complying with By-Law 27, replace the air conditioning system within a reasonable time.
- 31 If an Owner fails to comply with a notice issued By-law 30:
- 31.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and do any of the things required in the notice at the cost of the Owner; and
  - 31.2 the costs referred to in By-law 31.1 may be recovered under Schedule 1 By-law 5.
- 32 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 31.

#### Temporary Building

- 33 An Owner will not erect any temporary outbuilding, shed or other building or improvement of any kind on any part of the Common Property or within its Lot, except with the prior written consent of the Strata Company to do so.
- 34 An Owner will not use, as a temporary or permanent residence, any garage, trailer, camper, motor home or recreational vehicle within the Common Property.

#### Use of Lifts

- 35 An Owner will:
- 35.1 at all times adhere to the lift loading limits;
  - 35.2 only use the lifts for the transportation of furniture and equipment:
    - 35.2.1 with the consent of the Strata Company to do so;
    - 35.2.2 between the times approved by the Strata Company; and
    - 35.2.3 as directed by the Strata Company;
  - 35.3 use protective curtains and padding provided by the Strata Company when transporting furniture and equipment to protect the lift walls, floors and roof;
  - 35.4 not eat food or drink beverages of any kind in the lifts or foyer area; and
  - 35.5 only transport food or drink in the lifts if it is securely wrapped and sealed so that it will not spill or damage the lifts or the Common Property.

#### Vehicles

- 36 An Owner will not do any of the following:

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- 12 Without limiting By-law 8, an Owner will ensure that the keeping of any Pet by the Owner in its Lot does not:
- 12.1 adversely impact on the health or hygiene of other Owners;
  - 12.2 interfere with the peaceful and quiet enjoyment of other Owners;
  - 12.3 otherwise result in a breach of these By-laws; or
  - 12.4 breach any applicable laws or regulations.
- 13 Without limiting By-law 8, an Owner will be responsible for the health, hygiene, supervision and control of any Pet kept in the Owner's Lot.
- 14 If an Owner breaches either or both of By-laws 8 or 12, the Council may:
- 14.1 require the relevant Pet to be removed from the Strata Scheme; or
  - 14.2 impose conditions on the relevant Pet remaining in the Strata Scheme.
- 15 The Council may require the relevant Pet to be removed from the Strata Scheme if any further conditions in By-law 14.2 are breached and the relevant Owner must comply with such a request.
- 16 Without limiting By-law 8:
- 16.1 an Owner may only enter the Common Property with a Pet for the purpose of access to and from its Lot; and
  - 16.2 an Owner will ensure that any mess made by its Pet on Common Property is promptly cleaned up, at the Owner's cost.
  - 16.3 By-laws 8 – 16 are subject to section 42(15) of the Act.

#### **Signage**

- 17 An Owner will not display any sign, advertisement, placard, banner, for sale sign and for lease sign on any part of its Lot or the Common Property without the prior written consent of the Strata Company to do so. In relation to for sale or for lease signs, the Owner must also obtain the consent of the Original Owner for 12 months from the date of registration of the Plan (which consent may be withheld by the Original Owner in its absolute discretion).
- 18 Without limiting By-law 17, all signage erected, installed or affixed within any Lot or Common Property will be in accordance with the requirements and regulations of any appropriate government agency and of the Strata Company.
- 19 By-laws 17 and 18 are subject to Schedule 1 By-law 175.

#### **Smoking on Common Property**

- 20 An Owner will not smoke on the Common Property.
- 21 Subject to By-law 22, an Owner may smoke tobacco within the confines of its Lot.
- 22 In relation to By-law 21, an Owner must:
- 22.1 ensure that smoke does not enter the Common Property or any other Lot, including, without limitation, when smoking on the balcony of its Lot; and
  - 22.2 take all reasonable action to ensure that any smoking does not disturb other Owners.

#### **Antennas and aerials**

- 23 An Owner will not erect any television antenna, receiving aerial, transmitting device or any other similar item on its Lot or the Common Property without obtaining the prior written consent of the Strata Company to do so.

#### **Garbage disposal**

- 24 An Owner will:
- 24.1 use any garbage disposal system installed in or operated at the Strata Scheme to remove garbage, trash or other waste associated with its Lot;
  - 24.2 comply with all local government authority by-laws and ordinances relating to garbage disposal;
  - 24.3 ensure that any waste that is transported and placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions; and
  - 24.4 ensure that the health, hygiene and comfort of others present in the Strata Scheme is not adversely affected in doing so.
- 25 The Owners acknowledge that they may be required to share rubbish bins. If so, the Owners must share the rubbish bins in a reasonable manner as determined by the Strata Company.

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## **SCHEDULE 2 BY-LAWS**

### **Behaviour**

- 1 An Owner will not do any of the following:
- 1.1 use its Lot for any purpose that may be illegal, immoral or which may injure the reputation of the Strata Scheme;
  - 1.2 deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment by any other person using the Common Property;
  - 1.3 interfere with the peaceful and quiet enjoyment of other Owners;
  - 1.4 behave in an unseemly, improper, disorderly or riotous manner;
  - 1.5 be inadequately clothed when on Common Property; or
  - 1.6 swear or use any indecent, obscene or abusive language on or audible from the Common Property.

### **Noise**

- 2 Subject to schedule 1 By-law 222, an Owner will not make unreasonable noise likely to interfere in any way with the peaceful enjoyment by other Owners of their Lots or the Common Property after 8.00pm and before 8.00am any day.
- 3 Without limiting By-law 2, an Owner will not do any of the following:
- 3.1 hold any social gathering in its Lot; or
  - 3.2 operate any radio, television or sound equipment,
- in any way which will unreasonably disturb other Owners.
- 4 In the event of any unavoidable noise in a Lot at any time, an Owner will take all practical steps to minimise annoyance to other Owners by closing all doors, windows and curtains in its Lot and doing anything else that is appropriate in the circumstances.

### **Water closets**

- 5 An Owner will not use any water closets, conveniences and other water apparatus for any purposes other than those for which they are constructed.
- 6 Without limiting By-law 5, an Owner will not use any water closet to dispose of any sweepings, rubbish or any other substance which the water closet was not designed, or intended to be used, for the disposal of.

### **Water leakage**

- 7 An Owner will ensure that all wet areas forming part of its Lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the Common Property or any Lot, other than through waste pipes provided for the disposal of such water or liquid.

### **Keeping of Pets**

- 8 An Owner may keep, without the consent of the Strata Company (but must notify the Strata Company in writing of full details of the Pet):
- 8.1 fish, in an enclosed aquarium;
  - 8.2 one caged bird;
  - 8.3 one Small Dog; and
  - 8.4 one cat.
- 9 An Owner must obtain the prior written consent of the Council before that Owner keeps:
- 9.1 any other type of animal including a dog which is not a Small Dog; or
  - 9.2 more than one dog, cat, caged bird or combination thereof at the same time.
- 10 Without limiting By-law 11, the Council will act reasonably when requested to give its consent under By-law 8.
- 11 The Council will be entitled to refuse to give its consent under By-law 8 if the Council forms the opinion, on reasonable grounds, that the intended keeping of the relevant Pet will, or is likely to, do any of the following:
- 11.1 adversely impact on the health or hygiene of other Owners;
  - 11.2 interfere with the peaceful and quiet enjoyment of other Owners;
  - 11.3 otherwise result in a breach of these By-laws; or
  - 11.4 breach any applicable laws or regulations.

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- 214 The Owner of the Commercial Lot will take all reasonable care to ensure that the conduct of any business conducted from the Commercial Lot does not unreasonably impact on the peaceful enjoyment of other Owners.
- 215 The Owner of the Commercial Lot will not install any electrical equipment which will overload the cables, switchboards or other equipment that supplies electricity to the Strata Scheme.
- 216 The Owner of the Commercial Lot will keep the interior of the Commercial Lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during the permitted trading hours for the Commercial Lot.
- 217 The Owner of a Commercial Lot must ensure that all windows on the ground floor remain visually permeable at all times. The removal of, or permanent covering of the ground floor Commercial Lot windows and openings with reflective or heavily tinted glazing and the use of solid blinds are not permitted.
- 218 The Owner of a Commercial Lot will arrange and maintain insurance on usual terms with an insurer authorised under the *Insurance Act 1973* (WA) (and will ensure the Strata Company is noted on such policy of insurance) against each of the following:
- 218.1 public liability insurance in respect of the Commercial Lot for at least \$20,000,000 or any higher amount reasonably required by the Strata Company;
- 218.2 damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels and all other things that are on or in the Commercial Lot; and
- 218.3 employer's liability in respect of all employees (including workers' compensation insurance).
- 219 The Owner of the Commercial Lot will maintain the insurance referred to in By-law 218 at all times during which it conducts business from the Commercial Lot and must provide a copy of the policy of insurance to the Strata Company on request.
- 220 Subject to By-law 221, the Owner of the Commercial Lot will not display on the Common Property any:
- 220.1 signage;
- 220.2 goods;
- 220.3 materials;
- 220.4 equipment; or
- 220.5 items,
- associated with the use of, or business carried out on, the Commercial Lot without the prior written consent of the Council.
- 221 The consent referred to in By-law 220 is subject to the condition that the Owner will first effect a policy or policies of public liability insurance in respect of the loss or damage of such:
- 221.1 goods;
- 221.2 materials;
- 221.3 equipment; and
- 221.4 the death, or any injury to persons,
- connected with such goods, materials and equipment or use of the Common Property.
- 222 The permitted trading hours of the Commercial Lot are those permitted by law and Owners will not seek to limit, or otherwise make any Objection in relation to, the trading hours of the Commercial Lot or in relation to the lawful use of the Commercial Lot.
- 223 Any change to the permitted trading hours referred to in By-law 222 can only be made if approved by a resolution without dissent.

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- 197.6 security;
- 197.7 use of lifts, stairs and passageways;
- 197.8 rubbish collection;
- 197.9 charges relating to any security system and security keys;
- 197.10 Window Treatments; or
- 197.11 determining the fees, charges and conditions relating to the use of:
- 197.11.1 the Business Centre; and
- 197.11.2 the electric vehicle charging equipment.
- 198 Any rules made, withdrawn or amended under By-law 197 will not conflict with these By-laws and these By-laws will prevail over any of these rules to the extent of any inconsistency.

**Dispute resolution**

- 199 Should a dispute arise in relation to the operation of these By-laws, an Owner and the Strata Company will follow the procedures set out in By-laws 200 – 206 to resolve the dispute.
- 200 A party asserting a dispute will give to the other party a Dispute Notice.
- 201 The party receiving the Dispute Notice will respond in writing within 5 Business Days of receiving the Dispute Notice.
- 202 If the dispute is not resolved by the exchange of notices, then the parties will confer in the presence of an Independent Person and attempt to resolve the dispute.
- 203 The conference with the Independent Person will be held within 10 Business Days (or at a later time to meet the convenience of the Independent Person) from the date a notice convening the conference being sent by 1 of the parties.
- 204 Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- 205 During the dispute resolution process, the parties will continue to perform their existing obligations under the terms of the By-laws.
- 206 The Independent Person will determine which party or parties pay the costs of and incidental to the resolution of the dispute.
- 207 For the avoidance of doubt, By-laws 199 – 206 are relevant provisions in these By-laws for the purposes of section 77B of the Act.

**Specific By-laws for the Commercial Lot**

- 208 Subject to By-law 209, the Commercial Lot may be used for any office, commercial, retail, dining or entertainment purposes permitted by law (including the sale of liquor).
- 209 The Commercial Lot cannot be used for any other purpose beyond what is specified in By-law 208 unless the Owner of the Commercial Lot obtains the prior written consent of the Council to do so.
- 210 Subject to By-laws 211 – 223, the consent of the Council referred to in By-law 209 will not be unreasonably withheld if all planning, licensing and other approvals for the use of the relevant Commercial Lot for the proposed purpose have been obtained and the Owner of the Commercial Lot fully complies with the conditions of those approvals.
- 211 The Council is entitled to withhold its consent under By-law 209 if, in its reasonable opinion, it considers that the proposed use will:
- 211.1 create a security risk, an insurance risk or a health and safety risk;
- 211.2 be inappropriate having regard to:
- 211.2.1 the nature and standing of the Strata Scheme;
- 211.2.2 the use of other Lots; or
- 211.2.3 the legitimate interests of other Owners; or
- 211.3 be detrimental in any way to the interests of other Owners.
- 212 The Owner of the Commercial Lot will not commence trade or open for business until it has received all relevant approvals to do so from all relevant authorities.
- 213 The Owner of the Commercial Lot will conduct any business conducted from the Commercial Lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the Strata Scheme and in accordance with all the applicable laws.

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- 188.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 189 Any amount payable as an insurance excess referred to in By-law 186 becomes a debt due by the proprietor to the Strata Company and may be recovered in accordance with By-law 5.

**Strata company management**

- 190 The Strata Company shall:
- 190.1 employ the services of a professional management agent for the purposes of administering the affairs of the Strata Company under the Act and these By-laws as may be required from time to time; and
- 190.2 enter into an agreement with a managing agent for these and other management purposes.
- 191 The Strata Company has the authority to:
- 191.1 negotiate and enter into a binding agreement or agreements with a professional management agent;
- 191.2 negotiate variations to any such agreement; and
- 191.3 enforce or terminate any such agreement,
- as the Strata Company considers appropriate.
- 192 Except where compelling reasons dictate otherwise (for example, fraud, insolvency, material incompetence or the like by the managing agent) but subject to section 39A of the Act, the Strata Company will only terminate an agreement with the managing agent if the Strata Company has first resolved to:
- 192.1 do so; and
- 192.2 enter into an agreement with another managing agent,
- by way of special resolution.
- 193 Any strata manager appointed by the Strata Company must:
- 193.1 be a member of an appropriate strata management industry body;
- 193.2 have not less than five years strata management experience;
- 193.3 hold not less than \$2 million of professional indemnity Insurance;
- 193.4 hold all funds belonging to the Strata Company on trust; and
- 193.5 seek professional advice involving matters that concern the Strata Company that are not within the strata manager's area of expertise.

**Service of Documents**

- 194 Any notice or other document required or authorised by the Act or these By- laws to be served by the Strata Company on an Owner may be served:
- 194.1 personally; or
- 194.2 by post to an address as specified in the roll kept by the Strata Company in compliance with section 35A of the Act; or
- 194.3 by fax to the facsimile number or electronic address nominated by an Owner; or
- 194.4 by other electronic means nominated by an Owner.
- 195 An Owner must notify the Strata Company in writing whether it nominates to receive notices by electronic means and if so, the means and electronic address to which notices may be sent.

**Rules**

- 196 The Strata Company may, from time to time, make, withdraw or amend rules on any matter regarding these By-laws.
- 197 Without limiting By-law 196 but subject to By-law 198, the Strata Company may make, withdraw or amend rules relating to any of the following:
- 197.1 use of the Residential Recreational Facilities and the use by the Owners or Occupiers of any facilities located in the Stage 2 Development;
- 197.2 use of the Common Property, including, entry onto the roof of the building to access any exclusive use area;
- 197.3 the affixing of external aerials;
- 197.4 control of the vehicle access ways;
- 197.5 car parking;

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|-------|---|
| 174.1 | promptly give the Strata Company notice of the full name of each tenant and details of the Owner's managing agent for its Lot (if any); |
| 174.2 | ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these By-laws; and                         |
| 174.3 | subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these By-laws.               |

#### **Display Lots**

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| 175 | The Original Owner and any of its consultants may use any Lot owned by the Original Owner or the Common Property for the purposes of display to prospective purchasers of that or other Lots or business activities (including, without limitation, any lot in the Stage 2 Development) and may display signage on those Lots and the Common Property for these purposes. |
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#### **Floor loading**

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| 176 | No Owner will do anything that will result in excessive stress or floor loading to any part of its Lot or the Common Property. |
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#### **Noise transmission**

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| 177   | Each Owner will ensure that all floor space within its Lot is covered or otherwise treated with materials approved by the Strata Company to an extent sufficient to prevent the transmission of noise likely to disturb other Owners. If the Strata Company determines that an Owner is not complying with this By-law, the Strata Company may (without limiting any of the Strata Company's other rights) issue the Owner with a notice requiring the Owner to advise the Strata Company of the rectification works that it proposes to undertake within 14 days (Rectification Works). The Rectification Works must comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing. The Owner must arrange for the Rectification Works to be completed within 14 days of the Strata Company approving these Rectification Works. |       |  |       |   |
| 178   | Each Owner will: <table border="0" style="margin-left: 20px;"><tr><td style="vertical-align: top; padding-right: 20px;">178.1</td><td>to the extent reasonably possible, only use appropriate footwear in its Lot; and</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">178.2</td><td>if necessary, ensure that at all times all furniture in its Lot is fitted with suitable floor pads,</td></tr></table> that will prevent the transmission of noise likely to disturb any other Owner.  | 178.1 | to the extent reasonably possible, only use appropriate footwear in its Lot; and | 178.2 | if necessary, ensure that at all times all furniture in its Lot is fitted with suitable floor pads, |
| 178.1 | to the extent reasonably possible, only use appropriate footwear in its Lot; and  |       |  |       |   |
| 178.2 | if necessary, ensure that at all times all furniture in its Lot is fitted with suitable floor pads,   |       |  |       |   |

#### **Levies and Allocation of Costs**

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| 179 | The Strata Company will administer an administrative fund in accordance with section 36(1) of the Act and a reserve fund in accordance with section 36(2) of the Act.   |
| 180 | In accordance with the provisions of section 42B of the Act, if an item of expense (whether of a routine or non-routine nature) must, wherever practicable, be paid for by the Owner of the relevant Lot or Lots, or the grantee of the exclusive use, to which that item of expense specifically relates or otherwise in proportion to the respective unit entitlements of the Lots. |

#### **Insurance**

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| 181 | The Strata Company will at all times ensure that an insurance policy in accordance with section 54 of the Act is in the name of the Strata Company and is current together with any other insurance policy which the Strata Company may decide to be necessary from time to time under section 55 of the Act. |
| 182 | An Owner will not do anything that will result in the cancellation of any insurance policy under By-law 181.  |
| 183 | An Owner will not do anything that will increase the insurance premium under any insurance policy under By-law 181, without the prior written consent of the Strata Company.  |
| 184 | By-laws 181 – 183 do not limit an Owner's rights under section 54A of the Act.  |
| 185 | For the purposes of section 54A of the Act, the Strata Company may pass on any increase in its insurance premiums to the relevant Owner by way of increased levy contributions or any other form of reimbursement.  |

#### **Insurance Excess**

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| 186   | An Owner shall be responsible for the cost of any insurance excess payable as the result of an insurance claim made against the Strata Company's insurer by that Owner or its Occupier.  |       |   |       |   |       |  |
| 187   | This includes any claim under By-law 181 whether such loss or damage occurs: <table border="0" style="margin-left: 20px;"><tr><td style="vertical-align: top; padding-right: 20px;">187.1</td><td>to any part of the Building structure within their Lot,</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">187.2</td><td>to any part of the Common Property structure/Building surrounding the Owner's Lot; or</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">187.3</td><td>to that Owner's fixtures and improvements.</td></tr></table> | 187.1 | to any part of the Building structure within their Lot, | 187.2 | to any part of the Common Property structure/Building surrounding the Owner's Lot; or | 187.3 | to that Owner's fixtures and improvements. |
| 187.1 | to any part of the Building structure within their Lot,  |       |   |       |   |       |  |
| 187.2 | to any part of the Common Property structure/Building surrounding the Owner's Lot; or  |       |   |       |   |       |  |
| 187.3 | to that Owner's fixtures and improvements.   |       |   |       |   |       |  |
| 188   | This may include, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to; <table border="0" style="margin-left: 20px;"><tr><td style="vertical-align: top; padding-right: 20px;">188.1</td><td>glass (windows, doors, shower screens &amp; mirrors); and</td></tr></table>  | 188.1 | glass (windows, doors, shower screens & mirrors); and   |       |   |       |  |
| 188.1 | glass (windows, doors, shower screens & mirrors); and  |       |   |       |   |       |  |

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- 165.1 without limiting section 7 of the Act, erect any structure on or within the boundary of the Owner's car bay; or
- 165.2 otherwise use or allow any Occupier of its Lot to use the Owner's car bay in such a way, that may limit reasonable pedestrian access to or from any other Owner's storage room or reasonable vehicular access to or from any other Owners' car bay.
- 166 An Owner or Occupier must not;
- 166.1 carry out any repairs or maintenance to a motor vehicle;
- 166.2 use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle; or
- 166.3 hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the Lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage.
- 167 An Owner will not:
- 167.1 grant a lease of its car bay or storage area to any person other than an Occupier of the Owner's Lot; or
- 167.2 access another Owner's car bay with a vehicle, unless:
- 167.2.1 this is reasonably required to allow vehicular access or egress from the Building;
- 167.2.2 the relevant Owner takes reasonable steps to ensure that no damage is caused to any other vehicle parked in that car bay; and
- 167.2.3 there is no interference with any other Owner's reasonable use and enjoyment of its car bay;
- 167.3 park more than one vehicle within a car bay or if the car bay is a tandem car bay, more than two vehicles; and
- 167.4 store anything other than a motor vehicle within its car bay lot, except for bicycles mounted on approved racks.

#### **Use of Residential Lots**

- 168 Subject to By-law 172, an Owner will only use its Residential Lot for residential purposes.

#### **Leasing of Residential Lots**

- 169 Subject to By-law 170, an Owner may grant a lease or similar occupancy right over its Residential Lot.
- 170 Any lease or occupancy right granted under By-law 169 may only be granted for a period that is equal to or greater than 3 months unless such lease or occupancy right is granted by the Original Owner.
- 171 For the avoidance of doubt, an Owner (other than the Original Owner) is not entitled to, and will not grant, any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.

#### **Conducting a business from Residential Lots**

- 172 An Owner may conduct a business from its Residential Lot but only if:
- 172.1 the Owner does not invite customers of the business to visit the Lot for the purpose of conducting the business or erect any signage in relation to the business on the Lot or the Common Property;
- 172.2 the conduct of the business from the Lot does not breach any local authority by-law or regulation;
- 172.3 the conduct of the business does not cause any inconvenience to other Owners; and
- 172.4 the business does not involve:
- 172.4.1 any activities that are illegal (as may be from time to time) including, without limitation, prostitution; or
- 172.4.2 the manufacture, storage or vending of goods from its Lot.
- 172.5 the Owner does not erect any signs on any part of its Lot except as authorised under Schedule 2 By-laws 17 - 19.
- 173 The restrictions in By-law 172 do not apply to the Original Owner (or any of its consultants) within 2 years of registration of the Plan at Landgate and the creation and issue of a separate indefeasible title for the Property.

#### **Lease Terms**

- 174 If an Owner grants a lease, or similar occupancy right for its Lot, the Owner will:

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- 154.2 specifying what is required to be done by the Owner in order to comply with By-laws 152 and 153; and
- 154.3 providing the Owner with a reasonable amount of time to comply with By-laws 152 and 153.
- 155 If an Owner referred to in By-law 149 fails to comply with a notice from the Strata Company under By-law 154:
- 155.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and the exclusive use area and do any of the things required in the notice at the cost of the Owner;
- 155.2 the Strata Company may withdraw the exclusive use rights granted to the Owner over the exclusive use area;
- 155.3 the Strata Company may reinstate and restore the exclusive use area at the cost of the Owner; and
- 155.4 the costs referred to in By-laws 155.1 and 155.3 may be recovered from the Owner under By-law 5.
- 156 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 155.
- 157 The Strata Company will take reasonable measures to minimise any disturbance to an Owner referred to in By-law 149 in relation to the exercise by the Strata Company of its rights under By-law 155.

**Shared Exclusive Use - Residential Recreational Facilities and Lifts**

- 158 The Residential Recreational Facilities are for the shared exclusive use and enjoyment of the Owners of the Residential Lots to the exclusion of the Owners of the Commercial Lot and the Community Tenancy Lot.
- 159 For the avoidance of doubt, the Owner of:
- 159.1 the Commercial Lot will not be entitled to access any level of the Building above floor 1; and
- 159.2 the Community Tenancy Lot will not be entitled to access any level of the Building above the ground floor.

**Exclusive Use – Air-conditioning units**

- 160 Each Owner has shared exclusive use of that volume of the Common Property occupied by any air conditioning system (including ducting, cabling and any ancillary equipment) that services and relates to the Owner's Lot in common with the Owners of any other Lots that are also serviced by that air-conditioning system.
- 161 Each Owner acknowledges and agrees that the Strata Company will, at the cost of the Owners, maintain each air conditioning system in proper working order and the Strata Company may, at its election, either:
- 161.1 include such costs of maintenance in the budget for the administrative fund to be recovered by way of levies from all Owners; or
- 161.2 recover such costs directly from the relevant Owners that have the benefit of the exclusive use. In respect of non-routine repairs of the air conditioning system it is contemplated that the Strata Company will recover these costs from the Owners that have the benefit of the exclusive use.
- 162 Separate sub-meters will record the electricity consumed by each Lot associated with its use of the air-conditioning system and By-laws 132 - 143 will apply to that sub-metering arrangement.

**Private Roads**

- 163 An Owner will not unreasonably obstruct (meaning to block access or egress through) any:
- 163.1 private roadways on the Strata Scheme;
- 163.2 private pathways on the Strata Scheme;
- 163.3 private drives on the Strata Scheme;
- 163.4 easement giving access to the Strata Scheme; or
- 163.5 fire exits or exit paths.
- 164 Without limiting by-law 163, an Owner will only use the roadways, pathways, drives and access easements referred to in clause 163 for access to and from:
- 164.1 its Lot;
- 164.2 the Common Property; and
- 164.3 the parking areas provided.

**Use of Car Bays**

- 165 An Owner will not:

- 140.1 the assignee or transferee automatically becomes joined as a party to the agreement referred to in By-law 136; and
- 140.2 provided that all obligations of the Owner under that agreement are satisfied as at the date of the assignment or transfer, the assignor or transferor is released from the obligations imposed under that agreement.
- 141 The Strata Company will have no obligation to provide any Utility to an Owner or Occupier if the:
- 141.1 agreement with the relevant provider or utilities manager is terminated;
- 141.2 relevant provider or utilities manager does not provide the Utility to the Strata Company for any reason; or
- 141.3 Owner or Occupier does not pay for the supply of the Utility by the relevant due date.
- 142 An Owner or Occupier will not make any Objection in relation to any of the following:
- 142.1 the accuracy or correct operation of any meter; or
- 142.2 any failure in the supply of any Utility to the Strata Scheme, for any reason.
- 143 If an Owner or Occupier fails to pay the Strata Company for the supply of any Utility, the Strata Company may do either or both of the following:
- 143.1 recover the amount of the unpaid account under By-law 5; or
- 143.2 disconnect the supply of the Utility to its Lot.

#### Hot Water Supply

- 144 The Strata Scheme is equipped with a centralised hot water system (**CHWS**) that services both Lots and Common Property. The CHWS is to be maintained by the Strata Company (or any third party contractor appointed by the Strata Company) and a sub-meter will record the electricity/gas usage of the system.
- 145 Each Lot will contain a meter for the purpose of measuring usage of hot water within each Lot.
- 146 An Owner or Occupier must not tamper or otherwise interfere with the operation of the sub-meter within their Lot, including the power supply and data transmittal mechanisms.
- 147 Each Owner or Occupier is responsible for promptly reporting any known failure of the sub-meter within their Lot.
- 148 If the Strata Company has not appointed a third party contractor for this purpose, the Council may make rules in relation to the on-billing of costs associated with hot water usage within each Lot, including:
- 148.1 the method of recording from the meter readings;
- 148.2 the frequency of readings and issuing of accounts to Owners or Occupiers; and
- 148.3 the calculation of a proportionate share of the cost of electricity/ gas usage recorded through the CHWS sub-meter, in relation to the quantity of hot water consumption recorded by each Lot's hot water meter.

#### Exclusive use

- 149 Each Owner indicated in the Exclusive Use Schedule:
- 149.1 has exclusive use over the relevant area of Common Property referred to in the Exclusive Use Schedule relating to the Owner's Lot; and
- 149.2 may use the area of Common Property referred to in By-law 149.1 for the corresponding purpose stated in the Exclusive Use Schedule.
- 150 The Strata Company and each of its employees, agents and contractors may, with or without notice to an Owner, enter an exclusive use area:
- 150.1 for the purpose of inspecting this area; and
- 150.2 for the purpose of carrying out Works to the Building, the Common Property, the relevant Lot or an adjoining Lot.
- 151 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 150.
- 152 Without limiting By-law 150, an Owner referred to in By-law 149 will, at its cost, assume all of the obligations of the Strata Company under section 35(1)(c) of the Act in relation to the relevant exclusive use area granted to it under By-law 149.
- 153 An Owner referred to in By-law 149 will ensure that its use of the relevant exclusive use area granted under By-law 149 does not cause any unreasonable disturbance or interference to other Owners.
- 154 The Strata Company may give an Owner referred to in By-law 149 a notice:
- 154.1 requiring the Owner to comply with By-laws 152 and 153;

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- 125.1 public liability insurance for at least \$20,000,000 or any higher amount required by the Strata Company; and
- 125.2 any insurance required by law for persons employed in connection with those Works.
- 126 If requested by the Strata Company, an Owner carrying out Works under By-law 124 will give the Strata Company evidence that By-Law 125 has been complied with.
- 127 An Owner will immediately advise the Strata Company if any insurance policy referred to in By-Law 125 is cancelled.
- 128 An Owner will ensure that any access to and from its Lot for the purposes of carrying out Works under By-law 124 will:
- 128.1 be via the access points and lifts designated by the Strata Company from time to time; and
- 128.2 be in compliance with Schedule 2 By-law 35.
- 129 An Owner will not leave any security door or gate for the Strata Scheme open while the Owner is carrying out Works under By-law 124.
- 130 An Owner will make good any damage to the Common Property which occurs as a result of any:
- 130.1 works to its Lot by the Owner; or
- 130.2 access over the Common Property for the purposes of conducting these Works.
- 131 For the avoidance of doubt, By-laws 124 – 130 do not apply to the Original Owner.
- Sub-meters**
- 132 The Strata Company may:
- 132.1 obtain the supply of Utilities for the Strata Scheme (which may be in bulk) from the relevant provider and on-sell the Utilities to the Owners or Occupiers; or
- 132.2 procure a utilities manager who will obtain the supply of Utilities for the Strata Scheme (which may be in bulk) and on-sell the Utilities to the Owners or Occupiers.
- 133 The Strata Company may enter into an agreement with the relevant provider, for the purposes of an agreement contemplated under By-law 132.1, or utilities manager, for the purposes of an agreement contemplated under By-law 132.2, (together the **Utilities Provider**) on terms decided by the Strata Company. At the date of registration of the Plan, the Utilities Provider will obtain the supply of water and electricity and install submeters to record water and electricity usage in respect of the Lots.
- 134 If the Strata Company enters into any agreement referred to in By-law 133, an Owner or Occupier will only obtain the supply of any Utility from or through the Utilities Provider.
- 135 The Owners and Occupiers acknowledge and agree that the Utilities Provider may obtain any utilities at wholesale rates and charge Owners or Occupiers at retail rates on the basis that:
- 135.1 if the Utilities Provider is the Strata Company, any profit realised by the Strata Company will form part of the administrative fund for the benefit of all Owners; or
- 135.2 if the Utilities Provider is a third party utilities manager, any profit realised by the third party utilities manager may be:
- 135.2.1 paid to the utilities manager in accordance with the agreement appointing the utilities manager; and/ or
- 135.2.2 paid to the Strata Company as a fixed or variable rebate or other payment in accordance with the agreement appointing the utilities manager which will form part of the administrative fund for the benefit of all Owners.
- 136 If requested by the Strata Company, an Owner will sign, or will procure an Occupier of its Lot to sign, an agreement for the supply of a Utility with the Utilities Provider on reasonable, commercial terms decided by the Strata Company.
- 137 The Utilities Provider may install meters or other equipment to monitor usage of the Utilities supplied to an Owner or Occupier. The Strata Company must ensure that such meters are properly maintained and assessed for accuracy at reasonable intervals.
- 138 An Owner will not interfere with any meter or equipment used for the supply or measure of any Utility.
- 139 The Strata Company may recover the costs for the supply of any Utility under By-law 134 as a levy against an Owner.
- 140 When an Owner assigns or transfers its interest in its Lot:

- 117.4 The Strata Company must work in a collaborative manner with the strata company for the Stage 2 Development to seek to maximise efficiencies in the provision of goods and services to each strata scheme for their mutual benefit, including, for example, by employing a common strata manager and building manager; and
- 117.5 they must, at the request of the Original Owner, do all things reasonably necessary (including voting in favour of resolutions, signing consent forms and procuring that their encumbrance holders sign consent forms) to incorporate the Strata Scheme within a community titles scheme as contemplated under By-law 116.
- 118 The Strata Company is not required to perfect any Shared Use Arrangement unless (except in the case of the accessways providing access to and from Kishorn Road and Ogilvie Road) the arrangement provides that the costs of the relevant services or facilities are to be shared between the Strata Scheme and the strata scheme for the Stage 2 Development:
- 118.1 by reference to the aggregate area of the residential lots within each strata scheme, in respect of facilities, or the aggregate area of all Lots within each strata scheme in the case of services; or
- 118.2 in some other manner that is equitable in the circumstances.

#### **Appointment of Original Owner as Proxy/Attorney**

- 119 Each Owner grants to the Original Owner, an irrevocable proxy to permit the Original Owner to vote on behalf of the Owner at any meeting of the Strata Company or the Council (as the case may be) where the Strata Company or the Council (as the case may be) will consider and decide any resolution on any matters relating to the incorporation of the Strata Scheme within a community titles scheme and/or the Stage 2 Development, including, without limitation, in respect of the Shared Use Arrangements.
- 120 The proxy in By-law 119 expires on the earlier to occur of the following:
- 120.1 10 years after registration of the Plan; and
- 120.2 1 year after registration of strata plan for the Stage 2 Development,
- and must not be used by the Original Owner to vote on any resolution in respect of an arrangement that does not comply with By-laws 116 or 118.
- 121 Each Owner irrevocably appoints the Original Owner as its attorney for the purposes of signing any documents that may be required in order to effect any resolution referred to in By-law 119.

#### **Construction Works**

- 122 If the Stage 2 Development is to be constructed:
- 122.1 the Original Owner (and its agents and contractors) may require access to Lots and Common Property in order for its agents and contractors to undertake construction of the Stage 2 Development; and
- 122.2 construction works for the Stage 2 Development may be ongoing and this may cause disruption to the Owners' and Occupiers' use and enjoyment of Lots and the Common Property.
- 123 The Strata Company and the Owners and Occupiers must not make any Objection or complaint in relation to the matters detailed in By-law 122 provided the Original Owner uses reasonable endeavours to minimise disruption to the Owners and Occupiers.

#### **Works**

- 124 If an Owner is authorised by the Strata Company to carry out Works to its Lot as referred to in section 7(2) of the Act, the Owner will only do so as follows:
- 124.1 in accordance with the reasonable requirements and directions of the Strata Company;
- 124.2 at the Owner's cost;
- 124.3 in accordance with the laws and requirements of all relevant authorities;
- 124.4 in a proper and workmanlike manner and with good quality materials;
- 124.5 without causing any damage to any other Lot or any Common Property;
- 124.6 without interfering with any Works being undertaken by any other Owner or the Strata Company; and
- 124.7 in compliance with Schedule 2 By-laws 37 – 42.
- 125 While an Owner is carrying out Works under By-law 124, the Owner will ensure that there is current insurance in respect of those Works as follows:

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for the Stage 2 Strata Scheme, on the basis that these easements will ultimately benefit all owners and occupiers in the Stage 2 Development when it has been constructed; and

- 115.3.2 an agreement between the Strata Company and the Original Owner pursuant to which it is agreed that the Strata Company will have a right of access to proposed services, accessways and facilities within the Stage 2 Development upon completion of that development and an obligation to contribute towards the maintenance and insurance costs of the relevant services or facilities (but not in relation to the accessway),

(together, **Shared Use Agreements**)

- 115.4 except to the extent contained in the Shared Use Agreements, the Original Owner makes no representation or warranty to the Strata Company or the Owners as to:

- 115.4.1 whether the Stage 2 Development will proceed;
- 115.4.2 the timing of construction or completion of the Stage 2 Development;
- 115.4.3 whether the plans and specifications for the Stage 2 Development will be varied from the plans and specifications detailed in the development approval issued for the Stage 2 Development at the date of registration of the Plan;
- 115.4.4 any facilities that will be included within the Stage 2 Development and whether such facilities may be made available to the Strata Scheme; or
- 115.4.5 the extent to which the Stage 2 Development will contribute towards servicing, maintenance and other costs associated with the Strata Scheme; and

the Owners and the Strata Company must not make any Objection or complaint in respect of any of these matters.

#### **Community Titles Scheme**

- 116 The Strata Company, the Owners and the Occupiers must consent to the Strata Scheme forming part of a community titles scheme (or similar) with the land parcel for the Stage 2 Development if the Original Owner requests this to occur provided:

- 116.1 the incorporation of the Strata Scheme in the community titles scheme does not does not materially adversely impact upon the use and enjoyment of the Lots and the Common Property; and
- 116.2 the Original Owner will pay all reasonable costs associated with the incorporation of the Strata Scheme in a community titles scheme.

#### **Strata Company and Owners must assist**

- 117 The Strata Company and the Owners and Occupiers acknowledge and agree that:

- 117.1 the Strata Company must comply with the terms of the Shared Use Agreements;
- 117.2 the Owners and Occupiers must not do anything or fail to do anything that would have the effect of preventing the Strata Company from complying with its obligations under the Shared Use Agreements;
- 117.3 subject to By-law 118, they must (including at the request of the Original Owner) do all things reasonably necessary (including voting in favour of resolutions, signing consent forms and procuring that anyone who has an interest in their Lots (including encumbrance holders) sign consent forms) to perfect the Shared Use Arrangements, including, without limitation, by:
- 117.3.1 granting and registering further easements in respect of Common Property in favour of any part or all of the proposed land parcel for the Stage 2 Development; and
- 117.3.2 ensuring that the Strata Company accepts the benefit of any easement in respect of the services, accessways or facilities in the Stage 2 Development and does all things necessary to allow that easement to be registered.

- 109.1 levy contributions annually against Owners for the specific purpose of the maintenance, administration and operation of the Business Centre;
- 109.2 establish and maintain a separate account for the contributions levied and collected under By-law 109.1; and
- 109.3 expend, as deemed necessary from time to time the money in this account established under By-law 109.2 for the purpose specified in By-law 109.1.

#### **Community Tenancy Lot**

- 110 The Community Tenancy Lot must not be used for any purpose other than a community benefit purpose approved in writing by the City of Melville and the Strata Company from time to time.
- 111 The Strata Company must provide its consent to the use of the Community Tenancy Lot for a community benefit purpose proposed by the City of Melville provided that use will not:
  - 111.1 create a material security risk, an insurance risk or a health and safety risk;
  - 111.2 be inappropriate having regard to the nature and standing of the Strata Scheme; or
  - 111.3 be materially detrimental to the interests of other Owners.
- 112 The Community Tenancy Lot will at all times be exempt from any requirement to contribute towards:
  - 112.1 the administrative fund or the reserve fund of the Strata Company; and
  - 112.2 any utility service or consumption charges or other outgoings in respect of the Community Tenancy Lot.

#### **By-laws for the benefit of the City of Melville**

- 113 In accordance with section 42(2d) of the Act, By-laws 107 - 112 have been made at the request of the City of Melville in order to satisfy conditions 20-23 (inclusive) of the approval issued by the Metro Central Joint Development Assessment Panel on 27 October 2015 and, in accordance with section 42(2d) of the Act cannot be amended or repealed without the consent of the City of Melville.

#### **Green Star Compliance**

- 114 To seek to ensure compliance with the green star commitments in relation to the Building, the Strata Company must:
  - 114.1 set performance targets for, measure and report on greenhouse gas emissions and water usage for the Common Property and the Lots and provide Owners and Occupiers with quarterly reports on these targets;
  - 114.2 perform regular maintenance and repair of the internal furnishings on Common Property to seek to ensure that such internal furnishings do not require replacement within 10 years of the installation of such items;
  - 114.3 have all comingled recyclable waste collected and recycled by a facility that will, at a minimum, separate the waste into paper and cardboard, plastics, glass and one additional recyclable waste stream; and
  - 114.4 arrange cleaning of the 4 litter filters in the water filtration system on a quarterly basis and cleaning of the main filter in the water filtration system annually by a vacuum truck.

#### **Shared Facilities – Stage 2 Development**

- 115 The Strata Company and the Owners acknowledge and agree that:
  - 115.1 as at the date of registration of the Plan, it is proposed that the Stage 2 Development will be constructed;
  - 115.2 if the Stage 2 Development is constructed, there will be a cross sharing of services, accessways and facilities and associated cost sharing arrangements, as between the Strata Scheme and the Stage 2 strata scheme for the mutual benefit of both strata schemes (**Shared Use Arrangements**);
  - 115.3 as at the date of registration of the Plan, the following easement(s) and agreement(s) have been (or will shortly be) entered into to provide for the Shared Use Arrangements that are to commence when construction of the Stage 2 Development has been completed:
    - 115.3.1 easement(s) in respect of services, accessways and facilities located within the Strata Scheme have been created in favour of part or all of the proposed development site

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- 95.2 specifying what is required to be done by the Owner in order to comply with By-law 93; and
- 95.3 providing the Owner with a reasonable amount of time to comply with By-law 93
- 96 The Strata Company will act reasonably under By-law 94.
- 97 An Owner will comply with a notice from the Strata Company under By-law 94.
- 98 If an Owner does not comply with a notice from the Strata Company under By-Law 94:
- 98.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot to cause the Sundry Items to be maintained at the cost of the Owner;
- 98.2 the Strata Company may withdraw its permission for the Sundry Item to be installed in Common Property, in which case the Strata Company may enter the Lot (if necessary) to remove the Sundry Item at the cost of the Owner; and
- 98.3 those costs may be recovered by the Strata Company under By-law 5.
- 99 The Strata Company will take reasonable measures to minimise any disturbance to the Owner in relation to By-law 98.
- 100 By-law 93 does not apply to any Sundry Items which the Strata Company is required to maintain.
- 101 The Strata Company may enter a Lot to inspect any Sundry Item installed in Common Property as reasonably required by the Strata Company.
- Maintenance**
- 102 The Strata Company will be responsible for the repair, replacement, renewal and maintenance of the Common Property.
- 103 An Owner will be responsible for the maintenance of its Lot.
- 104 Any maintenance of Lots or Common Property will, where reasonably possible in the circumstances, only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 105 An Owner will ensure that its Lot is kept and maintained to a high standard including, without limitation:
- 105.1 all landscaped areas in its Lot are to be maintained by appropriate pruning and the removal and replacement of any dead growth, plants and shrubs;
- 105.2 cobwebs are to be regularly removed from any part of its Lot; and
- 105.3 any exterior timber on any part of its Lot is to be painted (in the same colour or in a different colour with the prior written approval of the Strata Company), varnished or oiled on a regular basis (as appropriate).
- Business Centre**
- 106 The Business Centre or any part thereof must not be used for any purpose other than a Business Centre or tenanted without the prior approval of the City of Melville.
- 107 The Strata Company must:
- 107.1 ensure that the Business Centre or any part thereof is not used for any purpose other than a community benefit purpose approved in writing by the City of Melville;
- 107.2 ensure that the Business Centre is available for use by the general public during the hours of 9:00 am – 5:00 pm on weekdays, subject to the reasonable direction and access control of the Strata Company;
- 107.3 ensure that the Business Centre contains meeting room facilities and reasonably up-to-date computing and printing facilities;
- 107.4 maintain and operate the Business Centre to a standard that is satisfactory to the City of Melville (acting reasonably);
- 107.5 maintain and provide community use and access to the Business Centre; and
- 107.6 ensure that the Business Centre is not left vacant or inoperative.
- 108 The Strata Company:
- 108.1 will be responsible for all costs associated with the operation and administration of the Business Centre; and
- 108.2 shall have the ability to recover reasonable base costs associated with the provision of the Business Centre from members of the public using the Business Centre.
- 109 Without limiting the generality of the Strata Company's ability to levy contributions under the By-laws or the Act, the Strata Company must:

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- 82.4 mark;
  - 82.5 paint;
  - 82.6 drive nails or screws into;
  - 82.7 apply bolts or other fasteners into; or
  - 82.8 otherwise damage or deface,
- the Common Property unless it has obtained the prior written consent of the Strata Company to do so.
- 83 Anything done to the Common Property by an Owner or under By-Law 82 will, unless otherwise agreed by the Strata Company, be repaired and maintained by the relevant Owner (from time to time).
- Right of access**
- 84 Subject to By-law 85, an Owner will, on receiving reasonable notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised representatives, including, without limitation, the builder that constructed the Lots, safe, convenient and unhindered access to its Lot to enable any or all of the following:
- 84.1 the reading of meters on the Common Property;
  - 84.2 the maintenance of any Common Property; or
  - 84.3 the carrying out Works on the Common Property,
- in connection with the Strata Company exercising its rights and performing its duties.
- 85 The Strata Company is not required to give notice to an Owner under By-law 84 if, in the reasonable opinion of the Strata Company, there is an emergency.
- 86 An Owner will not make any Objection in relation to By-laws 84 and 85 unless such matters materially effect the Owner's use and enjoyment of its Lot or cause the Owner to suffer financial loss.
- 87 The Strata Company will take reasonable measures to minimise any disturbance to an Owner in relation to By-laws 84 and 85.
- No interference**
- 88 An Owner will:
- 88.1 obey all reasonable directions of the Strata Company regarding use of the Common Property; and
  - 88.2 not obstruct the Strata Company in exercising its control over the Common Property.
- 89 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 88.
- Obligation to notify**
- 90 An Owner will give the Strata Company prompt notice of any accident to, or defect in, any Common Property.
- Instructing contractors**
- 91 An Owner will not instruct any contractor or employee engaged by the Strata Company regarding Works to the Common Property unless the Owner has obtained the prior written consent of the Strata Company to do so.
- 92 An Owner who breaches By-law 91 will:
- 92.1 be responsible for payment to the Strata Company of any additional cost to the Strata Company arising from this breach;
  - 92.2 if the Strata Company requires the Works to be removed or altered as a result of this breach, be responsible for the cost of removing, or altering the Works (and By-Law 5 will apply to those costs); and
  - 92.3 indemnify the Strata company from any cost, claim, liability or harm incurred or suffered by the Strata Company as a result of the breach.
- Sundry items**
- 93 Subject to By-law 98, an Owner will ensure that all Sundry Items that are installed in its Lot or on Common Property for the benefit of the Lot are maintained in good working condition, at its cost.
- 94 An Owner must obtain the Strata Company's written consent to the installation of any Sundry Item in Common Property for the benefit of its Lot, except for any Sundry Items already installed in Common Property at the date of registration of the Plan. The Strata Company may consent or refuse to consent to the installation of such Sundry Items as it determines in its absolute discretion and subject to any conditions it considers appropriate.
- 95 If an Owner does not comply with By-law 93, the Strata Company may give the Owner a notice:
- 95.1 requiring the Owner to comply with By-law 93;

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- 67 On a show of hands or on a poll, votes may be given either personally or by a duly appointed proxy.
- 68 An instrument appointing a proxy will be in writing and signed by the Owner or its attorney and may be either general or for a particular meeting.
- 69 A proxy need not be an Owner.
- 70 Except in cases where under the Act or these By-laws a unanimous resolution or a resolution without dissent is required, an Owner is not entitled to vote at any general meeting unless:
- 70.1 all contributions payable in respect of its Lot have been duly paid; and
- 70.2 any other moneys recoverable under the Act and these By-laws by the Strata Company from the Owner at the date of the notice of the meeting have been duly paid before the commencement of the meeting.
- 71 Co-Owners may vote by proxy jointly appointed by them who may vote on a show of hands or on a poll.
- 72 Co-Owners are not entitled to vote on a show of hands themselves except when a resolution without dissent or the unanimous resolution of Owners is required under the Act or these By-laws.
- 73 On any poll:
- 73.1 if a co-Owner is a tenant in common of a Lot, then each co-Owner (or its individually appointed proxy) of that Lot is entitled to such part of the vote applicable to its interest in its Lot; and
- 73.2 if a co-Owner is a joint tenant of a Lot, then each co-Owner of that Lot will have an equal part of the vote applicable to that Lot.

#### **Common seal**

- 74 The common seal of the Strata Company will at no time be used except by authority of the Council previously given and in the presence of the members of the Council or at least 2 members of the Council, who will sign every instrument to which the seal is affixed.
- 75 The Council will make provision for the safe custody of the common seal.

#### **Development Approval**

- 76 In accordance with the Development Assessment Panel's approval dated 3 November 2015 (application reference document DAP/15/00824), and any subsequent amendments to the applicable planning approvals, the Strata Company must abide by its obligations required at all times including, without limitation, by ensuring that all public artwork installed at the date of registration of the Plan is appropriately maintained by the Strata Company.
- 77 By-law 76 cannot be amended, repealed or added to without the express written approval of the local government, being the City of Melville, and any other relevant governing authority.

#### **Budget**

- 78 The Strata Company may resolve at any general meeting of the Strata Company to adopt, revoke or modify a budget for the Strata Company. For the avoidance of doubt, the budget put forward at any general meeting of the Strata Company will be prepared by the Strata Company or the Strata Manager (if any).
- 79 For the purposes of section 47(2)(e) of the Act, any budget operating from time to time under By-law 78 will be evidence of authorised expenditure for the purposes of that section.
- 80 An Owner will not make Objection to the Strata Company making authorised expenditure under By-law 79.

#### **Reserve Fund**

- 81 The Strata Company must:
- 81.1 establish a reserve fund in accordance with section 36(2) of the Act;
- 81.2 from the first anniversary of the registration of the Strata Plan, raise an amount for the reserve fund being not less than 0.1% of the insured value of the Building per annum or other appropriate amount as determined by the Strata Company; and
- 81.3 raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the Owners in proportion to, subject to By-law 180, the unit entitlement of their respective lots.

#### **Common Property**

- 82 An Owner will not do any of the following:
- 82.1 conduct any Works to;
- 82.2 obstruct;
- 82.3 alter;

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- 46.3 the preparation of any certificate applied for under section 43 of the Act; and
- 46.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

**General meetings of Strata Company**

- 47 General meetings of the Strata Company will be held once in each year and so that not more than 15 months will elapse between the date of one annual general meeting and that of the next.
- 48 All general meetings other than the annual general meeting will be called extraordinary general meetings.
- 49 The Council:
- 49.1 may, whenever it thinks fit; and
- 49.2 will, upon a requisition in writing made by a Owners entitled to a quarter or more of the aggregate unit entitlement of the Lots,
- convene an extraordinary general meeting.
- 50 If the Council does not within 21 days after the date of the making of a requisition under By-law 49 proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than 1 half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Council, convene an extraordinary general meeting. Any meeting so convened will not be held after the expiration of 3 months from the date on which the requisition was made.
- 51 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, will be given to all Owners and registered first mortgagees who have notified their interests to the Strata Company. Accidental omission to give the notice to any Owners or to any registered first mortgagee or non-receipt of the notice by any Owners or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- 52 If an Owner gives notice in writing to the secretary of an item of business that the Owner requires to be included on the agenda for the next general meeting of the Strata Company, the secretary will include that item on the agenda accordingly and will give notice of that item as an item of special business in accordance with By-law 51.

**Proceedings at general meetings**

- 53 Except as otherwise provided in these By-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 54 Half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- 55 If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting if convened upon the requisition of Owners, will be dissolved and in any other case it will proceed and those persons entitled to vote and present constitute a quorum..
- 56 By-laws 54 and 55 do not apply to a general meeting of a Strata Company referred to in section 50B of the Act.
- 57 The chairperson, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 58 Except where otherwise required by or under the Act or these By-laws, resolutions may be passed at a general meeting by a simple majority vote.
- 59 At any general meeting a resolution by the vote of the meeting will be decided on a show of hands unless a poll is demanded by any Owner present in person or by proxy.
- 60 Unless a poll is validly demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 61 A demand for a poll may be withdrawn.
- 62 A poll, if demanded, will be taken in such manner as the chairperson thinks fit. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 63 In the case of equality in the votes, whether on a show of hands or on a poll, the question is determined in the negative.

**Restriction on moving motion or nominating candidate**

- 64 A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the Council unless the person is entitled to vote on the motion or at the election.

**Votes of Owners**

- 65 On a show of hands, an Owner has 1 vote.
- 66 On a poll, an Owner has the same number of votes as the unit entitlement of its Lots.

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- 35 The chairperson will preside at all meetings of the Council at which it is present and, if it is absent from any meeting, the members of the Council present at that meeting will appoint 1 of those members to preside at that meeting during the absence of the chairperson.
- 36 Subject to By-law 37, the chairperson, secretary and treasurer of the Council will also be the respective chairperson, secretary and treasurer of the Strata Company.
- 37 The Strata Company may at a general meeting authorise a person who is not an Owner to act as the chairperson of the Strata Company for the purposes of that meeting.
- 38 A person appointed under By-law 37 may act until the end of the meeting for which that person was appointed to act.

#### **Meetings of Council**

- 39 At meetings of the Council, all matters will be determined by a simple majority vote.
- 40 The Council may:
- 40.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the Council will meet when any member of the Council gives to the other members not less than 7 days' notice of a meeting proposed by that member, specifying in the notice the reason for calling the meeting;
  - 40.2 unless otherwise agreed by the majority of members of the Council, decisions made by any Council member may be made by electronic notification to the Strata Manager via electronic means such as emails or facsimiles.
  - 40.3 without limiting By-law 190, employ on behalf of the Strata Company any agents and employees it thinks fit in relation to the:
    - 40.3.1 control and management of the Common Property; and
    - 40.3.2 exercise and performance of the powers and duties of the Strata Company; and
  - 40.4 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 41 A member of the Council may appoint an Owner, or an individual authorised under section 45 of the Act, to act in its place as a member of the Council at any meeting of the Council. Any Owner or individual so appointed will, when so acting, be deemed to be a member of the Council.
- 42 An Owner or individual may be appointed under By-law 41 whether or not that person is a member of the Council.
- 43 If a person appointed under By-law 41 is a member of the Council, that person may, at any meeting of the Council, separately vote in its capacity as a member and on behalf of the member in whose place it has been appointed to act.
- 44 The Council will keep minutes of its proceedings.

#### **Powers and duties of secretary of Strata Company**

- 45 The powers and duties of the secretary of the Strata Company include:
- 45.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting;
  - 45.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
  - 45.3 the supply of information on behalf of the Strata Company in accordance with section 43(1)(a) and 43(1)(b) of the Act;
  - 45.4 the answering of communications addressed to the Strata Company;
  - 45.5 the calling for nominations of candidates for election as members of the Council; and
  - 45.6 subject to sections 49 and 103 of the Act, the convening of meetings of the Strata Company and of the Council.

#### **Powers and duties of treasurer of Strata Company**

- 46 The powers and duties of the treasurer of a Strata Company include:
- 46.1 the notifying of Owners of any contributions levied pursuant to the Act;
  - 46.2 the receipt, acknowledgment and banking of, and the accounting for, any money paid to the Strata Company;

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#### **Election of Council**

- 25 At the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 26 Subject to By-law 27, the Council will be elected from nominations of the Owners in accordance with By-law 28.
- 27 Where the Original Owner remains, at the first annual general meeting and every subsequent annual general meeting, the owner of any Lot, the Original Owner will automatically be entitled to be a member of the Council (but may elect not to be a member of the Council by written notice to the Strata Company).
- 28 Subject to By-law 27 the procedure for nomination and election of members of the Council will be as follows:
- 28.1 the meeting shall determine, in accordance with the requirements of By-law 18, the number of persons of whom the Council shall consist;
- 28.2 the chairperson will provide Owners with a reasonable opportunity to nominate candidates for election to the Council;
- 28.3 a nomination is ineffective unless supported by the consent of the nominee given:
- 28.3.1 in writing and furnished to the chairperson at or before the meeting; or
- 28.3.2 orally by the nominee if the nominee is present at the meeting; and
- 28.4 when no further nominations are forthcoming, the chairperson will:
- 28.4.1 where the number of candidates is equal to or less than the number of members as determined under By-law 18, declare those candidates to be elected as members of the Council; and
- 28.4.2 where the number of candidates exceeds the number of members as determined under By-law 18, will direct a ballot.
- 29 If a ballot is to be held pursuant to By-law 28.4.2, the chairperson will:
- 29.1 announce the names of the candidates;
- 29.2 provide blank paper for each person present at the meeting and entitled to vote to use as a ballot-paper; and
- 29.3 arrange for a count of the votes recorded on valid ballot papers.
- 30 A person who is entitled to vote and who wishes to vote must complete a valid ballot paper by:
- 30.1 writing on it the names of candidates the person wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
- 30.2 indicating on it the number of the Lot in respect of which the person's vote is cast;
- 30.3 indicating on it the capacity in which the person is voting (eg as Owner, Co-Owner or proxy);
- 30.4 signing it; and
- returning it to the Chairperson.
- 31 If a ballot is held, those candidates, being equal in number to the number of members of the Council determined in accordance with By-law 18 who receive the highest number of votes will be elected to the Council.
- 32 If:
- 32.1 more than 1 candidate receives the same number of votes; and
- 32.2 those votes are the minimum number of votes received by any candidate,
- then, as between those candidates, the election will be decided by a show of hands of those present and entitled to vote.

#### **Chairperson, secretary and treasurer of the Strata Company**

- 33 The members of the Council will, at the first meeting of the Council after they assume office, appoint a chairperson, a secretary and a treasurer of the Council from those members.
- 34 A person appointed to an office referred to in By-law 33 will hold office until:
- 34.1 that person ceases to be a member of the Council;
- 34.2 receipt by the Strata Company of notice in writing of that person's resignation from office; or
- 34.3 another person is appointed by the Council or the Strata Company to hold that office,
- whichever happens first.

- 13.3 pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
- 13.4 repair and maintain its Lot including, by replacing in a timely fashion those parts of its Lot that are beyond repair or have become a nuisance or hazard;
- 13.5 keep its Lot in a state of good repair and free from vermin and insects;
- 13.6 promptly notify the Strata Company on any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and
- 13.7 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with its Lot.

#### **Council**

- 14 The rights and obligations of the Strata Company will be exercised and performed by the Council, subject to section 52 of the Act.
- 15 As a consequence of By-law 14 reference to the Strata Company in these By-laws will, unless specified otherwise or inconsistent with the context, be a reference to the Council.
- 16 Until the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 17 If there are co-Owners of a Lot:
  - 17.1 only 1 of the co-Owners will be eligible to be, or to be elected to be, a member of the Council; and
  - 17.2 the co-Owner who is eligible will be the co-Owner who is nominated by the other co-Owner but if the co-Owners fail to agree on a nominee:
    - 17.2.1 the co-Owner who owns the largest share of the Lot will be the nominee; or
    - 17.2.2 if no co-Owner owns the largest share of the Lot, the co-Owner whose name appears first on the certificate of title for the Lot will be the nominee.
- 18 The Council will have a minimum of 3 and a maximum of 7 members as is determined by the Strata Company.
- 19 Except where there is only one Owner, a quorum of the Council will be:
  - 19.1 2, where the Council consists of 3 or 4 members;
  - 19.2 3, where the Council consists of 5 or 6 members; and
  - 19.3 4, where the Council consists of 7 members.
- 20 If there are less than 3 Owners, each Owner:
  - 20.1 will be a member of the Council;
  - 20.2 must be present (personally or by proxy) for a quorum of the Council.
- 21 A member of the Council will cease to be a member:
  - 21.1 if the member dies or ceases to be an Owner or co-Owner of a Lot;
  - 21.2 on receipt by the Strata Company of a written notice of resignation from the member;
  - 21.3 at the conclusion of an annual general meeting of the Strata Company at which:
    - 21.3.1 an election of members of the Council takes place; and
    - 21.3.2 that member is not elected or re-elected; or
  - 21.4 where that member is removed from office under By-law 22,

whichever happens first.
- 22 Except where By-law 16 applies, the Strata Company may by special resolution remove and replace any member of the Council at any time and may, in the same or in a separate resolution, resolve who the replacement is to be until the next general meeting of the Strata Company. While there is a vacancy on the Council, the remaining members of the Council may continue to act unless the number of members is reduced below the minimum number fixed under these By-laws, in which case the continuing members may only act for the purpose of increasing the number of members of the Council or calling a general meeting of the Strata Company.
- 23 The continuing members of the Council may act notwithstanding any vacancy in the Council provided that there is a quorum of members to the Council. However, the continuing members of the Council may also appoint other Owners to fill any casual vacancy that may arise.
- 24 All acts done in good faith by the Council will, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.

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## **SCHEDULE 1 BY-LAWS**

### **Act Prevails**

- 1 If:
- 1.1 a provision in the Act conflicts with a provision in these By-laws; and
  - 1.2 the provision in the Act can not be amended by these By-laws,
- then the provision in the Act prevails to the extent of the inconsistency.

### **By-laws binding on others**

- 2 Without limiting sections 42(6) and 42(7) of the Act, an Owner will ensure that its Occupiers comply with these By-laws in relation to their:
- 2.1 behaviour while present on its Lot or the Common Property; and
  - 2.2 use of either or both of its Lot or the Common Property.
- 3 In order to facilitate the operation of sections 42(6) and 42(7) of the Act, where the context permits, a reference in these By-laws to an Owner includes a reference to its Occupiers.

### **Indemnity for breach**

- 4 An Owner will indemnify the Strata Company and each of its employees, agents, contractors, sub-contractors and other authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these By-laws by the Owner or any of its Occupiers.

### **Recovery of costs**

- 5 Without limiting By-law 4, an Owner will pay on demand the whole of the Strata Company's costs (including strata manager fees, solicitor and own client costs) incurred in relation to any or all of the following:
- 5.1 recovering outstanding contributions levied by the Strata Company on that Owner pursuant to either or both sections 36 or 42 of the Act;
  - 5.2 recovering any outstanding amounts otherwise owing from the Owner to the Strata Company under either or both the Act or these By-laws;
  - 5.3 making good any damage to the Common Property caused by the Owner; or
  - 5.4 all proceedings taken by the Strata Company against the Owner.
- 6 The costs referred to By-law 5 are recoverable by the Strata Company against the Owner as a liquidated debt and the Strata Company may take action for the recovery of those amounts in any court of competent jurisdiction.

### **Cost of Breach Notice**

- 7 The Strata Manager may, in accordance with the management agreement between the Strata Company and the Strata Manager, charge the Strata Company for the issuing of a notice in relation to a breach of the By-laws.
- 8 Any costs incurred by the Strata Company to issue a notice in relation to a breach of the By-laws to an Owner shall be the responsibility of that Owner and will be recoverable in accordance with By-law 5.

### **Joint Liability**

- 9 Without limiting section 36(6) of the Act if at the time a person becomes an Owner of a Lot, the former owner of that Lot owes money to the Strata Company in connection with its Lot, the new Owner will be jointly and severally liable with the former owner for payment of that money to the Strata Company and By-law 5 will apply in relation to the recovery of any outstanding money.

### **Penalties**

- 10 For the purposes of section 42A of the Act but subject to By-laws 11 and 12, the Strata Company may, from time to time and in its discretion, determine at a duly convened general meeting of the Strata Company an appropriate penalty to impose on an Owner for a breach of these By-laws.
- 11 Any penalty determined under By-law 10 will not exceed the prescribed amount under the Act.
- 12 By-laws 10 and 11 do not relieve the Strata Company of its obligations under the Act regarding the enforcement of penalties.

### **Duties of Owners**

- 13 An Owner will:
- 13.1 comply with all relevant laws and regulations regarding the use and occupation of its Lot;
  - 13.2 promptly carry out all work that may be ordered by any competent public authority or local government in respect of its Lot;

**Form 25**

*Strata Titles Act 1985*

Section 5C(1)

**STRATA/~~SURVEY~~-STRATA PLAN No. 72983  
MANAGEMENT STATEMENT**

Kishorn Road Apartments Pty Ltd ACN 164 529 908 of Level 1, 22 Railway Road, Subiaco,  
Western Australia

Lot 11 on Deposited Plan 408497 being the whole of the land in Certificate of Title Volume 2959  
Folio 582

This management statement lodged or to be lodged with a strata/~~survey~~-strata plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedule 1 and ~~for~~ Schedule 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata/~~survey~~-strata plan.

1 The Schedule 1 by-laws are amended, repealed, or added to as follows:

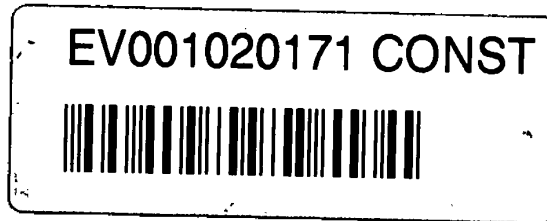
The Schedule 1 by-laws as contained within the Strata Titles Act of 1985 numbered 1 to 15 are repealed and the Schedule 1 by-laws numbered 1 to 223 (enclosed) are added.

2 The Schedule 2 by-laws are amended, repealed, or added to as follows –

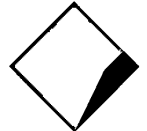
The Schedule 2 by-laws as contained within the *Strata Titles Act of 1985* being 1 to 14 are repealed and the Schedule 2 by-laws numbered 1 to 64 (enclosed) are added.

6<sup>th</sup> March 2019

Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936  
**By Hand**



Dear Sir/ Madam



**Consent to management statement and application**

Commonwealth Bank of Australia (**CBA**) is the mortgagee under mortgages M565527 and N821752 registered against lot 11 on deposited plan 408497 being the whole of the land in certificate of title volume 2959 folio 582 (**Land**).

The registered proprietor of the Land intends to register Strata Plan 72983 and a related management statement in respect of the Land (**Application**).


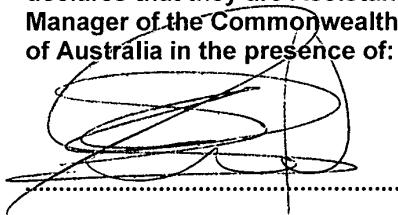
The title for the Land is a non-issue title.

CBA consents to the Application and the subsequent lodgement of the Application on the title of the Land.

CBA requests that, in accordance with the request by the registered proprietors to the Registrar of Titles in the above mortgage, no duplicate certificate of title be issued at the conclusion of the transaction.

Yours sincerely

**Signed for and on behalf of  
Commonwealth Bank of Australia ACN  
123 123 124 by Rachael Irene Denton  
its attorney under power of attorney  
H662979 dated 11/12/2000 who  
declares that they are Assistant  
Manager of the Commonwealth Bank  
of Australia in the presence of:**

  
.....  
Rachael Irene Denton  
.....

Witness

John Manera  
300 Murray Street Perth WA  
Bank Officer

3449-5991-6556\_1151915, v.1  
L3U 0401



Jameson Global Investments Pty Ltd  
ABN 25 161 393 193

Level 16, 379 Collins Street  
Melbourne VIC 3000  
AUSTRALIA

# Jameson Capital

Thursday, 7 March 2019

Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936  
**By Hand**



Dear Sir/Madam,

## CONSENT TO MANAGEMENT STATEMENT

Jameson Global Investments Pty Ltd ACN 161 393 193 (**JGI**) is the mortgagee under mortgages N733266 and N755696 registered against lot 11 on deposited plan 408497 being the whole of the land in certificate of title volume 2959 folio 582 (**Land**).

The registered proprietor of the Land intends to register Strata Plan 72983 and a related management statement in respect of the Land (**Application**).

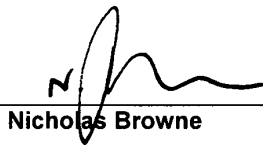
The title for the Land is a non-issue title.

JGI consents to the lodgement of the Application on the title of the Land.

Yours Faithfully,

**Jameson Global Investments Pty Ltd**

Signed for and on behalf of **Jameson Global Investments Pty Ltd** ACN 161 393 193, in accordance with s127 of the Corporations Act:

  
\_\_\_\_\_  
**Nicholas Browne**  
Director  
\_\_\_\_\_  
**Jeremy Urbach**  
Director





13 March 2019

Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936  
**By Hand**

**EV001020183 CONST**



Dear Sir/ Madam

**Consent to management statement**

The City of Melville (**City**) is the benefitting party under easement N936616 registered against lot 11 on deposited plan 408497 being the whole of the land in certificate of title volume 2959 folio 582 (**Land**).

The registered proprietor of the Land intends to register Strata Plan 72983 and a related management statement in respect of the Land (**Application**).

The title for the Land is a non-issue title.

The City consents to the Application and the subsequent lodgement of the Application on the title of the Land.

Please call or email Mr Troy Cappellucci, on 08 9364 0603 or via email to [troy.cappellucci@melville.wa.gov.au](mailto:troy.cappellucci@melville.wa.gov.au) if you have any queries.

Yours sincerely

**Marten Tieleman**  
**Chief Executive Officer**

