



OFFICE USE ONLY

Q318586 SB

18 Feb 2025 11:06:09 Perth

[SB] Scheme By-laws

Lodged by:¹⁷ Lavan

Address: Level 18
1 William Street
PERTH WA 6000

Phone Number: 08 9288 6000

Email Address: Kelly.Crothers@lavan.com.au

Reference Number: 1179229

Issuing Box Number: 99A

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

Prepared by: Lavan

Address: Level 18
1 William Street
PERTH WA 6000

Phone Number: 08 9288 6000

Email Address: Kelly.Crothers@lavan.com.au

Reference Number: 1179229

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. _____
2. _____
3. _____
4. _____
5. _____

1/1

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: cf

¹⁷ Lodging Party Name may differ from Applicant Name.
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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



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

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

The Owners of Paddington Place Strata Scheme 34667

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

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

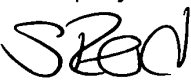
Not executed under Common Seal¹³

Date of Execution: 05-02-2025

Signed for and on behalf of¹⁴ **The Owners of Paddington Place Strata Scheme 34667** in accordance with the *Strata Titles Act 1985* section 118(2):

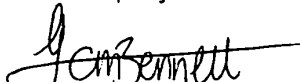
☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

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



Signature
SUSAN REID

Full Name



Signature
Cyan Catherine Mary Bennett

Full Name

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

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

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

¹⁶ Select whichever is applicable.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: **Not applicable.**

(To be signed by each Applicant)

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation



Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

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

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

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

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

Part 5 – By-laws of significance

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

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

By-law number(s)

Staged subdivision by-laws⁶: Not applicable.

By-law under planning
(scheme by-laws) condition⁷: Not applicable.

Exclusive use by-laws⁸:
(existing and new) Not applicable.

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

Leasehold by-laws¹⁰: Not applicable. Not applicable.

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

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

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

- 20.5.1 may only be obliged to provide information in accordance with an application properly made by a person under section 107 of the Act; and
- 20.5.2 subject to any order of a court or tribunal, are not required to provide information that is:
- (a) not part of the Strata Company records; or
 - (b) subject of legal professional privilege; and
- 20.5.3 may otherwise exercise their discretion not to provide information requested by a Participant.

Proceedings against a Respondent

- 20.6 Each Participant acknowledges and agrees that if they bring proceedings in a court, tribunal or the State Administrative Tribunal (**Proceedings**) against a Council Member, the State Manager or the Strata Company (**Respondent**) the Proceedings must not be:
- 20.6.1 trivial; or
- 20.6.2 appear to have been made for the purpose of:
- (a) harassing the Respondent;
 - (b) annoying the Respondent;
 - (c) causing some form of detriment to the Respondent;
 - (d) distracting a Respondent from their substantive tasks; or
 - (e) wasting the Respondent's time,
- as such Proceedings may:
- (f) unreasonably interfere with the Council Member's quiet enjoyment of their lot and the common property within the Scheme; or
 - (g) result in the Strata Company having to spend significant amounts of money paying for lawyers to represent the Strata Company in the Proceedings.

- (c) the making of a complaint about the Scheme, Scheme buildings, another Owner or Occupier, a Council Member, the Council, the Strata Manager or the Strata Company; or
 - (d) any other similar communication requesting a response,
- 20.4.4 that the Strata Manager is paid by the Strata Company to perform specified scheme functions which do not include having to respond to every Request made by a Participant, especially where such Request is trivial or appears to have been made to annoy, harass or waste the Strata Manager's time;
- 20.4.5 that, depending on the terms of the contract between the Strata Manager and the Strata Company, the Strata Company may be required to pay money to the Strata Manager for each block of time the Strata Manager spends dealing with a Requests from a Participant;
- 20.4.6 that Participants must comply with this Code to ensure that the Strata Company does not unnecessarily spend money dealing with Requests which are not a core function of the Council or the Strata Company;
- 20.4.7 that when communicating or liaising with the Council, a Council Member, the Strata Company or the Strata Manager (**Recipients**), a Participant must not make a Request where such a Request is:
 - (a) trivial; or
 - (b) appears to have been made for the purpose of:
 - (i) harassing the Recipient;
 - (ii) annoying the Recipient;
 - (iii) causing some form of detriment to the Recipient;
 - (iv) distracting a Recipient from their substantive tasks; or
 - (v) wasting the Recipient's time.as such a Request may:
 - (c) unreasonably interfere with the Council Member's quiet enjoyment of their Lot and the Common Property within the Scheme; or
 - (d) result in the Strata Company having to spend money reimbursing the Strata Manager for the time taken to respond to such a Request; and
- 20.4.8 that if a Participant makes a Request, the Participant must:
 - (a) comply with sub-by-law 20.4.7; and
 - (b) comply with any policy adopted from time to time by the Council relating to lodging a Request, which may, without limitation, require the Participant to lodge an electronic Request form with the Strata Company.

Seeking information or responses from the Council

- 20.5 Each Participant acknowledges and agrees that if they Request information from a Recipient, the Council and the Strata Company:

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

Acknowledgements by Participants

- 20.2 Each Participant acknowledges and agrees:
- 20.2.1 that they own or occupy a Lot in the Scheme;
 - 20.2.2 that they are part of a community of people that includes each of the other Participants; and
 - 20.2.3 that each Participant has a duty under this Code to, at all times, show respect to other Participants, Council Members, Contractors and the Strata Manager.

Interactions between Participants, Council Members and others

- 20.3 Each Participant:
- 20.3.1 deserves to be treated with courtesy and respect that is reasonable in the circumstances;
 - 20.3.2 must treat other Participants, Council Members, Contractors and the Strata Manager with courtesy and respect;
 - 20.3.3 must act in a polite and courteous manner when speaking to, writing to or dealing with a Council Member;
 - 20.3.4 must not directly or indirectly, threaten, bully, harass, verbally abuse, racially abuse, make slurs or intimidate a Council Member; and
 - 20.3.5 must ensure that any person they invite onto a Lot or the Common Property within the Scheme:
 - 20.3.6 treats each Participant, Council Member, Contractor and Strata Manager with courtesy and respect;
 - 20.3.7 acts in a polite and courteous manner when speaking to, writing to or dealing with a Council Member or a Contractor; and
 - 20.3.8 does not directly or indirectly, threaten, bully, harass, verbally abuse, racially abuse, make slurs or intimidate a Council Member or Contractor.

Lodging Requests with the Council, Strata Company or Strata Manager

- 20.4 Each Participant acknowledges and agrees:
- 20.4.1 that any threats, bullying, harassment, offensive language, racial abuse slurs, or intimidation of any form directed by a Participant to a Council Member amounts to contravention of this Code and the Scheme by-laws (**By-laws**);
 - 20.4.2 that the Council Members perform their duties under the Strata Titles Act 1985 (**Act**) and the By-laws as volunteers and should therefore be shown respect by Participants for volunteering their time;
 - 20.4.3 that the function of the council of the Strata Company (**Council**) does not include replying to every request (**Request**) a Participant gives to the Council, Strata Company or Strata Manager, where a Request is:
 - (a) a request for information;
 - (b) a request for a response;

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- 19.1.2 **Vape** means to draw into the mouth and puff out vapour containing nicotine or other similar substances by using an e-cigarette or other similar device used for this purpose.
- 19.2 An owner or occupier must not:
- 19.2.1 Smoke or Vape on the common property, including, without limitation in the pool area; and
- 19.2.2 allow an invitee of the owner or occupier to Smoke or Vape on the common property, including, without limitation in the pool area.
- 19.3 An owner or occupier may Smoke or Vape within the confines of its lot, provided the owner or occupier:
- 19.3.1 ensures that smoke or vapour does not enter:
- (a) the common property, including, without limitation the pool area; or
- (b) any other lot,
- including, without limitation, when that owner or occupier Smokes or Vapes on the balcony or courtyard of their lot;
- 19.3.2 does not dispose of cigarette butts or vape cannisters by throwing the cigarette butts or vape cannisters from its lot or the common property or the pool area; and
- 19.3.3 takes all reasonable steps to ensure that any smoke or vapour emitted by a person who Smokes or Vapes in their lot does not cause a disturbance to other owners or occupiers within the strata titles scheme.
- 20 Code of Conduct**
- 20.1 This code of conduct by-law (**Code**):
- 20.1.1 imposes duties on:
- (a) every owner (**Owner**) of a lot (**Lot**) in strata scheme 34667 (**Scheme**); and
- (b) any tenant, occupier, employee, agent or contractor of an Owner (**Occupier**) who occupies the Owner's Lot or the common property of the Scheme (**Common Property**),
- (each a **Participant**) as to their general conduct and as to how they manage disputes with:
- (c) any other Participant;
- (d) any member of the council of the strata company (**Council Member**);
- (e) the strata company (**Strata Company**); and
- (f) contractors of the Strata Company (**Contractors**), including the strata manager for the Strata Company (**Strata Manager**) and any employees, agents or Contractors of the Strata Manager; and
- 20.1.2 is aimed at ensuring the Scheme operates in a harmonious and respectful manner to enable the Participants to optimise the quiet use and enjoyment of their Lot and the Common Property.

- (g) damage flowers or the lawns, paths, machinery, structures and other improvements forming part of the Land;
- (h) deposit or throw upon the Land any rubbish, dirt, dust, liquid, solution or other material likely to interfere with the peaceful enjoyment of other Residents or occupiers of other Lots;
- (i) misuse or damage any facility provided for the benefit of the Residents or visitors;
- (j) use any chemicals, burning fluids, acetylene, gas or alcohol in lighting or heating in his Lot, nor in any other way cause or increase a risk of fire, smoke or explosion in his Lot or the Land;
- (k) place or suffer to be placed on the exterior of the Lot or any portion of the Common Property any "For Sale" sign.

BY-LAW 17 - APPLICATION OF BYLAWS

17.1 Tenants Etc. Bound by Bylaws

A Resident's Invitees, including, without limiting the generality of that term, any lessee or licensee of a Lot proprietor, are bound by these Additional Bylaws.

BY-LAW 18 - CARETAKER

- 18.1 To better ensure that the Strata Company keeps the Common Property in good and serviceable repair the Strata Company may engage the services of a caretaker.
- 18.2 The Caretaker shall:
 - (a) keep the Common Property clean and tidy;
 - (b) maintain the Common Property in good order and condition by:
 - (i) doing repairs and maintenance except where work should be carried out by a skilled tradesperson;
 - (ii) arranging and supervising repairs and maintenance by skilled tradespeople;
 - (iii) arranging and supervising the maintenance of the lawns and gardens so that lawns and gardens are, when required so to be:
 - watered,
 - fertilised;
 - weeded;and generally kept in a clean and tidy condition;
 - (iv) keep the drains and gutters free of obstruction.

19 Smoking and vaping on common property

- 19.1 For the purposes of this by-law:

- 19.1.1 **Smoke** means to draw into the mouth and puff out the smoke of ignited tobacco or other similar substance by using a cigarette, pipe, cigar or other similar smoking implement.

16.1 Definitions

For the purpose of these Additional Bylaws the terms used in the Additional Bylaw 10 have the meanings specified below:

- (a) "Fixtures and Fittings" means any fixture and fittings in or about the Lot.
- (b) "Insured Risk" means fire, lightning, explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquakes, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the Strata company may from time to time insure against.
- (c) "Premises" means that proportion of the Lot including the Fixtures and Fittings which:
 - (i) is immediately adjacent to a Lot;
 - (ii) forms part of the external or internal structure of a Lot; or
 - (iii) that area of the Land which a Resident has exclusive use or enjoyment of pursuant to any agreement or Bylaw.

16.2 Obligations

Every Resident shall:

- (a) maintain in good condition and repair his Lot except damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Resident or any person at that Lot with the Resident's express or implied authority;
- (b) maintain in clean condition his Lot and take all reasonable steps to prevent infestation by vermin or insects;
- (c) replace from time to time the Fixtures and Fittings which may be or become beyond repair at any time or which may be or become a nuisance or hazard.

16.3 Restrictions

No Resident may:

- (a) erect any external blinds provided that the Manager may recommend and the Strata Company may at its discretion permit non-compliance with this Additional Bylaw upon the written request of the Resident;
- (b) obstruct any areas of the Thoroughfare so as to prevent the passage of any vehicles over any such areas;
- (c) permit any clothing bedding or other articles to be hung on the balconies or on the outside of his Lot or from the windows of his Lot on his Lot;
- (d) throw or allow to fall or permit to be thrown or to fall anything whatsoever out of or from any window, door, balcony or other part of his Lot;
- (e) permit children to use the Facilities unsupervised;
- (f) use language or behave in a manner which may cause a nuisance or embarrassment to other Residents or occupiers of other Lots;

9.6.2 if necessary, ensure that all furniture in its lot is fitted at all times with suitable floor pads,

that will prevent transmission of noise likely to disturb any other owner.

10 Garbage disposal

An owner or occupier of a lot must —

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

11 Additional duties of owners and occupiers

An owner or occupier of a lot must not —

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

12 Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

13 Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

14 Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

BY-LAW 15 - USE OF FACILITIES

15.1 Use of Facilities

The Strata Company may make rules from time to time for the use of the Facilities.

BY-LAW 16 - REPAIR AND MAINTENANCE

- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

7 Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials 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.

8 Moving furniture etc. on or through common property

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

9 Floor coverings: noise transmission

- 9.1 Each owner must 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.
- 9.2 If the strata company determines that an owner is not complying with by-law 9.1, 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 in 14 days (**Rectification Works**).
- 9.3 The Rectification Works must comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing and must meet a 5 star acoustic rating (**Acoustic Standard**).
- 9.4 The owner must:
- 9.4.1 arrange for the Rectification Works to be completed within 14 days of the strata company approving the Rectification Works, or such longer period as specified by the council; and
 - 9.4.2 provide the strata company with an acoustic report signed by an acoustic engineer or other appropriately qualified person certifying that the floor covering meets the Acoustic Standard.
- 9.5 Subject to by-laws 9.1 to 9.4 an owner:
- 9.5.1 must obtain the council's prior written consent before replacing the floor finishings within the owner's lot; and
 - 9.5.2 acknowledges that the council may withhold its consent where the replacement floor finish will not meet the Acoustic Standard.
- 9.6 Each owner and occupier will:
- 9.6.1 to the extent reasonably possible, only use footwear in its lot; and

Conduct by-laws

1 Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

2 Use of common property

An owner or occupier of a lot must —

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

3 Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not —

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

4 Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

5 Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

6 Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company —

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or

- Strata Company manager's costs, pursuant to the Strata management contract or as otherwise determined by the Strata Company
- legal costs on an indemnity basis
- and debt recovery agency's costs

Are an administrative expense of the Strata Company and become a debt due and payable by the proprietor to the Strata Company, and shall be recoverable by the Strata Company when recovering due levies.

It shall be competent for the Strata Company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.

The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the Strata Company to its solicitors. The Strata Company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the Strata Company.

A certificate from the solicitors retained by the Strata Company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction.

Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the Strata Company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by this by-law and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

In the event that the Strata Company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this by-law.

By-law 14 Sundry Items Affixed to Common Property

Where a sundry or incidental item (e.g. security screen, door locks, lights, exhaust fans, hot water systems, skylights etc) has been installed on the lot which is solely for the exclusive use of a particular lot, the cost of maintenance, repair, servicing and replacement of the item shall be the responsibility of the respective proprietor.

- (v) act (upon request by, or in the absence of, the chairman) as chairman of any meeting of the Strata Company or its council;
- (vi) ensure that insurances are effected and promptly renewed in accordance with the ST Act and make necessary insurance claims;
- (vii) keep any wage, income tax, or other records required by any law from time to time in respect of any employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- (viii) arrange for the preparation and submission of income tax returns on behalf of the Manager and accept appointment as the public officer of the Strata Company;
- (ix) disburse monies in accordance with the ST Act and the terms of these Additional Bylaws;
- (x) maintain the records of the Strata Company required by law;
- (xi) prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- (xii) provide, so far as is reasonable, general advice and assistance to the Strata Company and the members of its Council;
- (xiii) have possession of and care for the records and documents of the Strata Company;
- (xiv) implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- (xv) have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the terms of these Additional Bylaws;
- (xvi) generally implement the decisions of the Strata Company and its Council;
- (xvii) make applications and submissions to the Strata Titles Registrar and the Local Authority;
- (xviii) attend any hearing conducted by a Strata Titles Referee or any Tribunal or Court;
- (xix) instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- (xx) arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company; and
- (xxi) liaise with Architects, Engineers, Surveyors, Builders and others in relation to any work carried out by the Manager.

By-law 13 Debt Recovery

If the proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 36 (1) or section 36 (2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

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

11.10 Diseases

In the event of any infectious diseases which may require notification by virtue of any status regulation or ordinance happening in any Lot, the Resident of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Manager the expense of disinfecting the Lot and replacing any articles or things the destruction of which may be rendered necessary by such disease.

11.11 Expenses

- 11.11.1 If the Manager expends money to make good damage caused by a breach of the ST Act or of the Bylaws by any Resident or the Resident's Invitees the Manager shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Resident at the time when the breach occurred.
- 11.11.2 No Resident may directly instruct any contractors or workmen employed by the Manager unless so authorised. Any Resident instructing any contractor or workmen without authorisation from the Manager shall be responsible personally for the payment of such contractor or workmen for the cost of removing or altering any such work which the Manager deems unsatisfactory.

BY-LAW 12 - STRATA MANAGEMENT

12.1 Strata Company Management

- (a) All of the Strata Company's power, authorities, duties and functions are delegated to the Strata Manager or any other person appointed from time to time to act in that capacity by the Strata Company.
- (b) The Strata Manager shall have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary or treasurer of the Strata Company and the Council of the Strata Company.
- (c) Any act or thing done or suffered by the Strata Manager in the exercise or performance of any power which the Strata Company has conferred or imposed on the Manager pursuant to Bylaw 12 has the same force and effect as it would have had if it had been done or suffered or shall be deemed to have been done or suffered by the chairman, secretary, treasurer or Council for the Strata Company as the case may be.
- (d) The Strata Manager shall:
- (i) act as secretary and treasurer of the Strata Company and exercise and perform the powers and duties specified in Bylaws 8 and 9 of Schedule 1 of the ST Act in respect of those officers;
 - (ii) arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the building for this purpose;
 - (iii) inspect the improvements on the Land on at least 2 occasions in each year;
 - (iv) arrange and attend the Annual Meeting and one other meeting (either general or Council) during any yearly period;

installed shall indemnify and hold harmless the strata company against all liability howsoever arising from the installation of a television, radio or other electronic antenna or device, air conditioner, security screen/door or security system including strobe light.

All costs, fees and charges in respect of the installation of the television, radio or other electronic antenna or device, air conditioner, security screen/door or security system will be at the proprietors sole expense and the proprietor shall further indemnify the strata company against any claim of any nature whatsoever from whomsoever, which may arise at any time, concerning the non-payment of moneys owing for the installation of the television, radio or other electronic antenna or device, air conditioner, security screen/door or security system.

The heat exchange unit shall be mounted on the proprietors lot in a position acceptable to the Strata Company, with all visible parts of the air-conditioning unit to be painted or otherwise treated to be in keeping with the visual aesthetics of the building [in a colour conformity to roof or walls] and plumbed to ensure the overflow pipe does not run water onto the lot, common property or any other lot. The unit of a split level air conditioning unit, television aerial or security system shall be placed in such a location on the lot that is not visible to any other unit.

If the noise generated by the use of the air-conditioning unit becomes a nuisance to any other proprietor, resident or occupier, the proprietor shall immediately cause the nuisance to abate or shall immediately remove the air-conditioning unit.

Installation of the television, radio or other electronic antenna or device, air conditioner, security screen/door or security system shall not be carried out unless the strata company, by the Council of Owners, is satisfied that the proposed installation complies with the above conditions and that prior written approval of the strata company, by the Council of Owners, has been obtained. Prior written approval of the Strata Company shall not be withheld if the proposed installation complies with all of the above conditions.

All maintenance and insurance cover of the approved television, radio or other electronic antenna or device, air conditioner, security screen/door or security system shall be the responsibility of the lot proprietor.

11.9 Insurance Rates

- 11.9.1 Nothing shall be done or kept on the Land which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Manager, nor shall anything be done or kept on the Land which would result in the cancellation of insurance on any property insured by the Strata Company or which would be in violation of any law.
- 11.9.2 If by reason of any machine, appliance or other thing brought upon or installed upon a Lot or the Land by any Resident the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those Residents having possession or control or the use or benefit of any such machines appliances or things. Furthermore should such machines, appliances or things cause or make noise which disturbs the quiet enjoyment of other Residents and failing the remedying by the Resident of the cause for disturbance such machines, appliances or things will immediately be removed upon written notice to that effect from the Manager.
- 11.9.3 Upon default by the Resident the Manager by its agents or contractors may enter upon the Lot or Land to remove, rectify or make good such things and the Manager may recover the cost thereof from the Resident as a liquidated sum in any court of competent jurisdiction.

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

11.6 Responsibility for Resident's Invitees

A Resident:

- (a) shall take reasonable steps to ensure that his Resident's Invitees comply with the provisions of all these Additional Bylaws, and in the event of his inability for any reason to ensure such compliance by the Resident's invitee, he shall ensure that such Resident's Invitees leaves the Land;
- (b) shall be liable to compensate the Strata Company or any other person, for all or any damage caused by such Resident, or the Resident's Invitees; and
- (c) whose Lot is the subject of a lease or a lease agreement shall take all reasonable steps, including any action available to him under any lease or agreement to ensure that the tenant or their Resident's Invitees comply with the provisions of all these Bylaws as if the tenant or Resident's Invitees are the Resident himself.

11.7 Unsightly and Dangerous Items

- 11.7.1 No rubbish, trash or garbage or other waste material shall accumulate on the Land or be kept or permitted upon the Land except in containers located in appropriate areas screened and concealed from view and shall be maintained so that odours do not emanate from such containers so as to render the Land, or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers may be placed upon thoroughfares for a reasonable period of time not exceeding 12 hours before and after scheduled garbage collection hours.
- 11.7.2 No figures are permitted under any circumstances.
- 11.7.3 No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other Lot, and no tree, grass shrub or tree clippings or plant waster, metals, bulk materials or scrap or refuse or garbage shall be kept, stored or allowed to accumulate on any portion of the Land except within an enclosed structure or appropriately screen from view. Any fence or screen required by this Additional Bylaw shall comply with any standards promulgated pursuant to these Additional Bylaws or the Local Authority bylaws as to size, colour, or other qualification for permitted fences or screens.
- 11.7.4 No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Land.
- 11.7.5 No structure or plant of any kind shall be erected, grown or permitted to remain which exceeds two metres in height measured from the ground floor level of the nearest Lot.
- 11.7.6 Residents may not hang curtains visible from outside a Lot unless those curtains have a backing of such colour and design as shall be approved by the Manager. A Resident may not install, renovate and/or replace a curtain backing without having the colour and design of the same approved by the Manager. In giving such approval the Manager shall ensure so far as practical that the curtain backing used in all Lots present a uniform appearance when viewed from outside the Land.

11.8 Antennae

The proprietor of the lot in which a television, radio or other electronic antenna or device with exception to pay T.V., air conditioner, security screen/door or security system including strobe light is to be

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Residents without the prior written approval of the Manager. The Manager shall have the right to determine in accordance with these Additional Bylaws if any noise, odour, interference or activity producing such noise, odour or interference constitutes a nuisance.

11.4 Vehicles

- (a) No vehicle shall be parked stored or kept on a Lot other than wholly within the parking area designated therefore provided that a recreational vehicle (which shall include but not limited to a camper unit, house car, motorhome or boat) may be parked stored or kept elsewhere on a Lot if such vehicle is screened so as to be not visible from any other Lot within the Land.
- (b) No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach bus, inoperable vehicle equipment whether mobile or otherwise) shall be parked stored or kept other than for commercial deliveries.
- (c) No vehicle or any type shall be permitted to park on the thoroughfares other than the private vehicle of a visitor of a Resident but such visitor's vehicle shall not be permitted to park overnight on the thoroughfares without the consent of the Manager.
- (d) Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable bylaw of the Local Authority.

11.5 Animals

- 11.5.1 No animals, fishes, reptiles or birds of any kind shall be kept or caused or suffered to be kept on a Lot without the prior written consent of the Manager which consent may be granted or withheld at its absolute discretion.
- 11.5.2 All applications for consent shall be inwriting and accompanied by the certificate of a veterinary surgeon in a form to be approved from time to time by the Manager.
- 11.5.3 When the Manager grants its consent pursuant to this clause then and as a condition of granting such consent, (but without limiting the right of the Manager to impose any other conditions) the Resident shall:
 - (a) pay to the Manager any and all costs and expenses of the Manager incurred in relation to the giving of such consent; and
 - (b) be responsible for obtaining any and all permits, licenses, authorities and consents required to be obtained from any and all public instrumentalities and authorities, bodies and persons who are required to give the same in respect of the keeping of such animals, fishes, reptiles or birds and shall comply with any conditions as to imposed by any such persons,
- 11.5.4 Any consent given by the Manager pursuant to this Additional Bylaw may be absolute or upon conditions and be withdrawn at any time in the event that the animals, fishes, reptiles or birds cause any annoyance to any other Resident or Resident's Invitee.
- 11.5.5 A Resident shall be liable to other Residents and their families, guests, tenants and invitees for any damage to persons or property caused by any animals, fishes, reptiles or birds kept upon the Lot by the Resident or by members of the Resident's family or a Resident's Invitees.

"Resident's Invitee" means each of the Resident's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Resident;

"ST Act" means the Strata Titles Act 1985 as amended;

"Strata Company" means the strata company constituted by the registration of the Strata Plan;

"Strata Manager" means the person who is appointed as Manager pursuant to the Strata Management Agreement from time to time;

"Strata Management Agreement" means the Management Agreement made between the Strata Manager and the Strata Company to manage the Strata Company pursuant to Schedule 1 Bylaw 12;

"Strata Plan" means the strata plan and any subdivision thereof registered from time to time in respect of the Land;

"thoroughfare" means any portion of the Land designated on the Strata Plan from time to time as a road or path for vehicular or foot traffic.

10.2 Severability

If any Bylaw is invalid or unenforceable, then the remaining Bylaws shall be valid and enforceable.

10.3 Application

The Bylaws apply in respect of any common property and all Lots.

10.4 Inconsistency

To the extent these Additional Schedule 1 Bylaws are inconsistent with Bylaws 1 to 9 inclusive of Schedule 1 of the ST Act, the Additional Bylaws shall prevail.

BY-LAW 11 - LOTS: USE AND RESTRICTIONS

Unless otherwise stated, the Additional Bylaws contained in this Bylaw 11 shall apply to Lots only:

11.1 Prohibition of Commercial Use

No part of a Lot shall be caused, allowed or authorised to be used in any way directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any non-residential purposes.

11.2 Signs

No sign or billboard of any kind shall be displayed to the public view on any portion of a Lot without the prior written consent of the Manager which consent may be granted or withheld at its absolute discretion.

11.3 Nuisance

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood or which shall in any way interfere with the quiet enjoyment of other Residents or which shall in any way increase the rate of insurance. Without limiting the generality of the foregoing provisions no auction sale of goods, merchandise or other personal property, loud noises or noxious odours, no exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Lot, shall be conducted, located, used or placed on any portion of the Land, or exposed to the view of other

- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9 Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include —

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

BY-LAW 10 - PRELIMINARY

10.1 Definitions

The following words have these meanings in the Additional Bylaws unless the contrary intention appears:

“Additional Bylaws” means these Bylaws 10 to 14 inclusive;

“Bylaws” means the Bylaws adopted by the Strata Company from time to time;

“Common Property” has the same meaning as in the ST Act;

“Council” means the Council of the Strata Company established pursuant to the Bylaws;

“Facilities” means the swimming pool, gymnasium and other recreational facilities forming part of the Common Property;

“Financial Year” means a period of twelve consecutive calendar months ending 30 June;

“Land” means all the land comprised in the Strata Plan;

“Local Authority” means the local authority as may from time to time have jurisdiction over the Land;

“Lot” or “lot” means a strata lot formed upon registration of the Strata Plan;

“Owner” means the proprietor from time to time of a Lot and their successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

“Resident” means a Owner of a Lot;

- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

6 Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

7 Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may —
- (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - (c) 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.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

8 Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include —

- (a) 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; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

- (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 3(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

5 Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person —
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens —
 - (a) the person ceases to be a member of the council under by-law 3(7);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3B) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 3(7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

sub-by-law (7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

- (9) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (10) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (11) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

4 Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules —

- (1) The meeting must determine, in accordance with the requirements of by-law 3(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must —
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

company must refund to that person the amount then held on the person's behalf under this by-law.

3 Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (6) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (7) A member of the council vacates office as a member of the council —
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (6); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under

Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

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

Governance by-laws

1 Duties of owner

- (1) The owner of a lot must —
- (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1B) The owner of a lot must —
- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2 Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata



- (e) wasting the Respondent's time,
as such Proceedings may:
- (f) unreasonably interfere with the Council Member's quiet enjoyment of their lot and the common property within the Scheme; or
- (g) result in the Strata Company having to spend significant amounts of money paying for lawyers to represent the Strata Company in the Proceedings.

☐ and / ☐ or⁵

By ordinary resolution passed on N/A a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

- (i) harassing the Recipient;
- (ii) annoying the Recipient;
- (iii) causing some form of detriment to the Recipient;
- (iv) distracting a Recipient from their substantive tasks; or
- (v) wasting the Recipient's time.

as such a Request may:

- (c) unreasonably interfere with the Council Member's quiet enjoyment of their Lot and the Common Property within the Scheme; or
- (d) result in the Strata Company having to spend money reimbursing the Strata Manager for the time taken to respond to such a Request; and

20.4.8 that if a Participant makes a Request, the Participant must:

- (a) comply with sub-bylaw 20.4.7; and
- (b) comply with any policy adopted from time to time by the Council relating to lodging a Request, which may, without limitation, require the Participant to lodge an electronic Request form with the Strata Company.

Seeking information or responses from the Council

20.5 Each Participant acknowledges and agrees that if they Request information from a Recipient, the Council and the Strata Company:

20.5.1 may only be obliged to provide information in accordance with an application properly made by a person under section 107 of the Act; and

20.5.2 subject to any order of a court or tribunal, are not required to provide information that is:

- (a) not part of the Strata Company records; or
- (b) subject of legal professional privilege; and

20.5.3 may otherwise exercise their discretion not to provide information requested by a Participant.

Proceedings against a Respondent

20.6 Each Participant acknowledges and agrees that if they bring proceedings in a court, tribunal or the State Administrative Tribunal (**Proceedings**) against a Council Member, the Strata Manager or the Strata Company (**Respondent**) the Proceedings must not be:

20.6.1 trivial; or

20.6.2 appear to have been made for the purpose of:

- (a) harassing the Respondent;
- (b) annoying the Respondent;
- (c) causing some form of detriment to the Respondent;
- (d) distracting a Respondent from their substantive tasks; or

- 20.3.6 treats each Participant, Council Member, Contractor and Strata Manager with courtesy and respect;
- 20.3.7 acts in a polite and courteous manner when speaking to, writing to or dealing with a Council Member or a Contractor; and
- 20.3.8 does not directly or indirectly, threaten, bully, harass, verbally abuse, racially abuse, make slurs or intimidate a Council Member or Contractor.

Lodging Requests with the Council, Strata Company or Strata Manager

- 20.4 Each Participant acknowledges and agrees:
 - 20.4.1 that any threats, bullying, harassment, offensive language, racial abuse slurs, or intimidation of any form directed by a Participant to a Council Member amounts to contravention of this Code and the Scheme by-laws (**By-laws**);
 - 20.4.2 that the Council Members perform their duties under the Strata Titles Act 1985 (**Act**) and the By-laws as volunteers and should therefore be shown respect by Participants for volunteering their time;
 - 20.4.3 that the function of the council of the Strata Company (**Council**) does not include replying to every request (**Request**) a Participant gives to the Council, Strata Company or Strata Manager, where a Request is:
 - (a) a request for information;
 - (b) a request for a response;
 - (c) the making of a complaint about the Scheme, Scheme buildings, another Owner or Occupier, a Council Member, the Council, the Strata Manager or the Strata Company; or
 - (d) any other similar communication requesting a response,
 - 20.4.4 that the Strata Manager is paid by the Strata Company to perform specified scheme functions which do not include having to respond to every Request made by a Participant, especially where such Request is trivial or appears to have been made to annoy, harass or waste the Strata Manager's time;
 - 20.4.5 that, depending on the terms of the contract between the Strata Manager and the Strata Company, the Strata Company may be required to pay money to the Strata Manager for each block of time the Strata Manager spends dealing with a Requests from a Participant;
 - 20.4.6 that Participants must comply with this Code to ensure that the Strata Company does not unnecessarily spend money dealing with Requests which are not a core function of the Council or the Strata Company;
 - 20.4.7 that when communicating or liaising with the Council, a Council Member, the Strata Company or the Strata Manager (**Recipients**), a Participant must not make a Request where such a Request is:
 - (a) trivial; or
 - (b) appears to have been made for the purpose of:

20 Code of Conduct

20.1 This code of conduct by-law (**Code**):

20.1.1 imposes duties on:

- (a) every owner (**Owner**) of a lot (**Lot**) in strata scheme 34667 (**Scheme**); and
- (b) any tenant, occupier, employee, agent or contractor of an Owner (**Occupier**) who occupies the Owner's Lot or the common property of the Scheme (**Common Property**),

(each a **Participant**) as to their general conduct and as to how they manage disputes with:

- (c) any other Participant;
- (d) any member of the council of the strata company (**Council Member**);
- (e) the strata company (**Strata Company**); and
- (f) contractors of the Strata Company (**Contractors**), including the strata manager for the Strata Company (**Strata Manager**) and any employees, agents or Contractors of the Strata Manager; and

20.1.2 is aimed at ensuring the Scheme operates in a harmonious and respectful manner to enable the Participants to optimise the quiet use and enjoyment of their Lot and the Common Property.

Acknowledgements by Participants

20.2 Each Participant acknowledges and agrees:

- 20.2.1 that they own or occupy a Lot in the Scheme;
- 20.2.2 that they are part of a community of people that includes each of the other Participants; and
- 20.2.3 that each Participant has a duty under this Code to, at all times, show respect to other Participants, Council Members, Contractors and the Strata Manager.

Interactions between Participants, Council Members and others

20.3 Each Participant:

- 20.3.1 deserves to be treated with courtesy and respect that is reasonable in the circumstances;
- 20.3.2 must treat other Participants, Council Members, Contractors and the Strata Manager with courtesy and respect;
- 20.3.3 must act in a polite and courteous manner when speaking to, writing to or dealing with a Council Member;
- 20.3.4 must not directly or indirectly, threaten, bully, harass, verbally abuse, racially abuse, make slurs or intimidate a Council Member; and
- 20.3.5 must ensure that any person they invite onto a Lot or the Common Property within the Scheme:

- 9.5.1 must obtain the council's prior written consent before replacing the floor finishings within the owner's lot; and
- 9.5.2 acknowledges that the council may withhold its consent where the replacement floor finish will not meet the Acoustic Standard.
- 9.6 Each owner and occupier will:
 - 9.6.1 to the extent reasonably possible, only use footwear in its lot; and
 - 9.6.2 if necessary, ensure that all furniture in its lot is fitted at all times with suitable floor pads, that will prevent transmission of noise likely to disturb any other owner.

Schedule 2 by-laws 19 and 20 be added as follows:

19 Smoking and vaping on common property

- 19.1 For the purposes of this by-law:
 - 19.1.1 **Smoke** means to draw into the mouth and puff out the smoke of ignited tobacco or other similar substance by using a cigarette, pipe, cigar or other similar smoking implement.
 - 19.1.2 **Vape** means to draw into the mouth and puff out vapour containing nicotine or other similar substances by using an e-cigarette or other similar device used for this purpose.
- 19.2 An owner or occupier must not:
 - 19.2.1 Smoke or Vape on the common property, including, without limitation in the pool area; and
 - 19.2.2 allow an invitee of the owner or occupier to Smoke or Vape on the common property, including, without limitation in the pool area.
- 19.3 An owner or occupier may Smoke or Vape within the confines of its lot, provided the owner or occupier:
 - 19.3.1 ensures that smoke or vapour does not enter:
 - (a) the common property, including, without limitation the pool area; or
 - (b) any other lot,including, without limitation, when that owner or occupier Smokes or Vapes on the balcony or courtyard of their lot;
 - 19.3.2 does not dispose of cigarette butts or vape cannisters by throwing the cigarette butts or vape cannisters from its lot or the common property or the pool area; and
 - 19.3.3 takes all reasonable steps to ensure that any smoke or vapour emitted by a person who Smokes or Vapes in their lot does not cause a disturbance to other owners or occupiers within the strata titles scheme.

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

Part 3 – Application to Amend

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

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months after the closing date) the ☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

☒ and / ☐ or⁵

By special resolution, the voting period for which opened on 11/11/2024 and closed on 9/12/2024 (and which must be registered within 3 months after the closing date) the ☒ additions/ ☐ amendments/ ☐ repeal⁵ to the Conduct by-laws were made as detailed here.

Schedule 2 by-law 9 be amended as follows:

9 Floor coverings: noise transmission

- 9.1 Each owner must 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.
- 9.2 If the strata company determines that an owner is not complying with by-law 19.1, 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 in 14 days (**Rectification Works**).
- 9.3 The Rectification Works must comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing and must meet a 5 star acoustic rating (**Acoustic Standard**).
- 9.4 The owner must:
- 9.4.1 arrange for the Rectification Works to be completed within 14 days of the strata company approving the Rectification Works, or such longer period as specified by the council; and
- 9.4.2 provide the strata company with an acoustic report signed by an acoustic engineer or other appropriately qualified person certifying that the floor covering meets the Acoustic Standard.
- 9.5 Subject to by-laws 19.1 to 19.4 an owner:

⁵ Select one.
Version 1



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: **34667**

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ **Paddington Place Strata Scheme 34667** (strata company); or

(b) For new schemes:

The owner(s)² **N/A** of land the subject of the plan described as³ **N/A**

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

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

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

☐ Option 2 – New Scheme

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

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

☒ Option 3 – Application to Amend

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

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

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

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

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

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