

FORM B 2

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

(Note 1)

FORM 25

Strata Titles Act 1985

Section 5C(1)

STRATA PLAN No. 58159

MANAGEMENT STATEMENT

Venttrade Australia Pty Ltd ACN 132 292 623

Adagio, 90 Terrace Road, East Perth, Western Australia

Lot 880 on Deposited Plan 63152, being the whole of the land comprised in Certificate of Title Volume [7811]
Folio [223].

This management statement to be lodged with a 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 Schedule 2 of the *Strata Titles Act 1985 (as amended)* that are to have effect upon registration of the Strata Plan.

The Schedule 1 By-Laws and the Schedule 2 By-Laws are hereby, repealed and replaced as follows.

Contents

Schedule 1 By-Laws	5
Part 1 – Definitions and Interpretation	5
1. Definitions	5
2. Interpretation	6
Part 2 – Formation and Management of the Strata Company and Council	7
3. Constitution of the Council	7
4. Membership of the Council	7
5. Nominations for election to the Council	8
6. Eligibility of a Co-Proprietor to be elected to the Council	8
7. Ballot for the election of members of the Council	8
8. Ceasing to be a member of the Council	9
9. Filling a vacancy on the Council	10
10. Council powers while there is a vacancy	10
11. Quorum for a meeting of the Council	10
12. Validity of Council's acts	11
13. Chairman, secretary and treasurer of the Council	11
14. Meetings of the Council	11
15. Council's powers to appoint advisers, agents and employees	12
16. Duties of the chairman of the Council	12
17. Chairman, secretary and treasurer	12
18. Powers and duties of the secretary	12
19. Powers and duties of the treasurer	13
20. General meetings of the Strata Company	13
21. How general meetings are convened	14
22. Agenda items for general meetings by request	14
23. Notices of general meetings	14
24. Quorum for a general meeting	15
25. Chairman of a general meeting	15
26. Adjournment of a general meeting	15
27. Voting at a general meeting	16
28. Restrictions on moving or seconding a motion	17
29. Entitlement to vote	17
30. Voting by proxy	17
31. Common Seal	17
Part 3 – Theme of Development	18
32. Mixed Use Development	18
Part 4 – Grants of Exclusive Use	18

33.	Exclusive Use of Common Property: Air-conditioning	18
34.	Exclusive Use of Common Property: Fixtures and Fittings	18
35.	Exclusive Use of Common Property: Signage Rights	19
36.	Exclusive Use of Common Property: Conditions of Grant of Rights	19
37.	Exclusive use of Common Property - Signs by Original Proprietor.....	21
Part 5 – Obligations of Proprietors		21
38.	Use of Residential Lots.....	21
39.	Use of Commercial Lots	22
40.	Additional restrictions on use of Commercial Lots	26
41.	Acknowledgements and Obligations in relation to Car Bays.....	26
42.	Facades of Lots	27
43.	Exclusive Use of Recreational Facilities.....	27
Part 6 – Miscellaneous Rights and Obligations of the Strata Company		28
44.	Penalty for breach of By-Laws.....	28
45.	Alternative Solution.....	28
46.	Essential Services to be inspected or tested.....	29
47.	Administrative Expense Contributions Varied	31
48.	Penthouse Apartment - Residential Lot 119.....	31
49.	Acknowledgement of Heritage Status	32
Schedule 2 By-Laws		33
1.	Payments and notifications.....	33
2.	Maintenance and repairs	33
3.	Refuse and cleaning	33
4.	Alterations to lot.....	33
5.	Use of Common Property - Conduct of Proprietors, occupiers and Invitees.....	35
6.	Safety and Security.....	36
7.	Lot Appearance	36
8.	Floor Coverings	36
9.	Balconies	36
10.	Window Treatments.....	37
11.	Floor Loading.....	37
12.	Cleaning Windows	38
13.	Signage on Commercial Lots	38
14.	Signage on Residential Lots.....	38
15.	Vehicles	38
16.	Flammable materials	39
17.	Animals	39
18.	Prohibition on Smoking.....	40

19.	Rules	40
20.	Fire Protection and Equipment	40
21.	Public Address and Sound Amplification Systems	41
22.	Power to Decorate	41
23.	Common Property Damage & Contractor Instructions	41
24.	Default	42
25.	Costs of legal proceedings	42
26.	Power of Strata Company regarding Sub meters.....	43
27.	Conditions of Approval	43
28.	Strata Manager	44
29.	Limiting access to parts of common property.....	44

Schedule 1 By-Laws

Part 1 – Definitions and Interpretation

1. Definitions

- 1.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:
- (1) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
 - (2) **AGM** means an annual general meeting of the Strata Company;
 - (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system;
 - (4) **By-Law** means a by-law of the Strata Company and a reference to a sub-bylaw will also mean a by-law of the Strata Company;
 - (5) **Commercial Lot** means Lots 1 and 8 on the Strata Plan;
 - (6) **Council** means the Strata Company's council of owners;
 - (7) **Façade** means the external face or elevation of the building within the Scheme;
 - (8) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, roller doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
 - (9) **Heritage Agreement** means an agreement pursuant to section 29 of the *Heritage of Western Australia Act 1990* in a form approved by the City of Perth;
 - (10) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
 - (11) **Land** means the land on which the strata Scheme is situated;
 - (12) **Local Government** means the Local Government within whose area the Land is situated;
 - (13) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
 - (14) **Management Agreement** means the agreement made between the Strata Company and the Strata Manager;
 - (15) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;

- (16) **Plumbing Fixtures** includes any common property grease traps, exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
- (17) **Proprietor** means the person who is for the time being registered under the Transfer of Land Act 1893 as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (18) **Recreational Facilities** means the swimming pool, spa, gymnasium, lounge room, theatre, barbecue facilities, function room and meeting room located within the common property of the Scheme;
- (19) **Residential Lot** means any one of Lots 2 to 7 and 9 to 119 which are intended solely for occupation as a residence;
- (20) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (21) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (22) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (23) **Strata Company** means The Owners of Adagio constituted on registration of the Strata Plan;
- (24) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (25) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (26) **Strata Plan** means the strata plan to which these By-Laws apply;
- (27) **Structure** includes any improvement erected in accordance with Section 7; and
- (28) **Vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land.

2. Interpretation

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

- (1) Reference to any statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and

- (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and 0 By-Laws.
- (6) Unless otherwise defined, terms used in these Schedule 1 and 0 By-Laws have the same meaning as defined in the Act.

Part 2 – Formation and Management of the Strata Company and Council

3. Constitution of the Council

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

4. Membership of the Council

- 4.1 The Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM except that:
 - (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; and
 - (2) despite any other By-Law, the Original Proprietor must be a member of Council for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.2 In determining the number of Proprietors for the purposes of By-Law 4:
 - (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor.

5. Nominations for election to the Council

5.1 Nominations

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

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council;
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

5.2 Procedure following nominations

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

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

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

7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.

- 7.2 Subject to sub-bylaw 4.1(2), for the purposes of the ballot, the chairman must:
- (1) announce the names of the candidates; and
 - (2) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot-paper, in respect of each Lot in respect of which he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
- (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as a Proprietor, co-Proprietor or proxy;
 - (4) signing it; and
 - (5) returning it to the chairman.
- 7.4 The chairman, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.
- 7.5 Subject to sub-bylaw 7.6, candidates being equal in number to the number of members of the Council to be elected who receive the highest numbers of votes will be deemed to be elected to the Council.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:
- (1) that number equals the number of votes recorded in favour of any other candidate; and
 - (2) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.
- 7.7 The chairman must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

- 8.1 Except where the Council consists of all the Proprietors, the Strata Company may by special resolution remove any member of the Council other than the Original Proprietor while it remains a member of the Council, before the expiration of the Councillor's term of office and may, in the same or in a separate resolution, resolve who the replacement is to be until the next AGM or resolve that the vacancy is to be filled in accordance with sub-bylaw 9.1.

8.2 A member of the Council vacates the office as a member of the Council if the Councillor:

- (1) is removed from office under sub-bylaw 8.1;
- (2) dies;
- (3) or ceases to be a Proprietor; or
- (4) resigns by written notice to the Strata Company;

whichever first occurs.

9. Filling a vacancy on the Council

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

10. Council powers while there is a vacancy

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

11. Quorum for a meeting of the Council

- 11.1 If the Council consists of:
- (1) 1 member, that member;
 - (2) 2 members, 2 of them;
 - (3) 3 or 4 members, 2 of them;
 - (4) 5 or 6 members, 3 of them;
 - (5) 7 or 8 members, 4 of them; or
 - (6) 9 members, 5 of them,

as the case may be, will constitute a quorum for a Council meeting.

12. Validity of Council's acts

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

13. Chairman, secretary and treasurer of the Council

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

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 A member of the Council may, by notice in writing, with the written consent of the proposed appointee and served on the Council, appoint a Proprietor or an individual authorised under section 45 by a corporation that is a Proprietor, to act in the member's place as a member of the Council at any Council meeting. Any Proprietor or individual so appointed will, when so acting, be deemed to be a member of the Council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 16.2.

- 14.4 A Proprietor or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 Subject to Section 50A, if a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

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

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

16. Duties of the chairman of the Council

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

17. Chairman, secretary and treasurer

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

18. Powers and duties of the secretary

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

- (4) recording the particulars specified in section 35(1)(e) and (f) and retaining for the period or periods respectively prescribed under the Act the documents and records referred to in section 35(1)(h);
 - (5) providing information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) and any certificates under section 43(d) and (e);
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 49 and 103 and to sub-bylaw 21.3, convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under section 35 of the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

19.1 The powers and duties of the treasurer include:

- (1) notifying Proprietors of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;
 - (2) receiving, acknowledging, banking and accounting for any money paid to the Strata Company;
 - (3) preparing any certificate referred to in section 43(1)(c) and (d);
 - (4) keeping the books of accounts referred to in section 35(1)(f);
 - (5) preparing the statements of accounts referred to in section 35(1) (g);
 - (6) preparing the budgets of the administrative fund and any reserve fund; and
 - (7) preparing and maintaining an inventory of the personal property and details of the location of the personal property of the Strata Company.
- 19.2 The powers and duties of the treasurer may be delegated to the Strata Manager by the Council.

20. General meetings of the Strata Company

- 20.1 General meetings of the Strata Company must be held once in each year, but not more than 15 months may elapse between the date of one general meeting and that of the next.
- 20.2 All general meetings other than the AGM are to be called extraordinary general meetings.

21. How general meetings are convened

- 21.1 The Council must convene an AGM in accordance with these By-Laws and may convene an extraordinary general meeting whenever it thinks fit.
- 21.2 The Council must convene an extraordinary general meeting:
- (1) as required by the Act; or
 - (2) upon receiving a written requisition made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the Lots.
- 21.3 If the Council does not convene an extraordinary general meeting within 28 days after receiving a requisition under sub-bylaw 21.2, the requisitionists, or any of them representing more than one-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 convened by the Council, convene an extraordinary general meeting.
- 21.4 Any meeting convened under sub-bylaw 21.3 must be held within 3 months from the date on which the requisition was made and is subject to sub-bylaw 26.3.

22. Agenda items for general meetings by request

- 22.1 If a Proprietor gives notice in writing to the secretary of an item of business that the Proprietor requires to be included on the agenda for the next general meeting, the secretary must include that item in the agenda of that meeting.

23. Notices of general meetings

- 23.1 The secretary must give a written notice of and an agenda for every general meeting to:
- (1) all Proprietors; and
 - (2) any registered mortgagee who is entitled to give and who has given the Strata Company written notice of their mortgage pursuant to section 50(6).
- 23.2 The secretary must give such notice of and an agenda for a general meeting:
- (1) not less than 14 days before the date of the meeting;
 - (2) that specifies the place, date and hour of the meeting;
 - (3) that, in the case of any proposal to vote on an unanimous resolution, a resolution without dissent or a special resolution, incorporates a copy of the proposed resolution; and
 - (4) that provides a statement of the general nature of any other items of business proposed to be determined at the meeting.
- 23.3 Accidental omission to give a notice of general meeting to anyone entitled to receive it will not invalidate any proceedings at the meeting.

24. Quorum for a general meeting

- 24.1 Except as otherwise provided in these By-Laws, no business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 The quorum to enable a general meeting to proceed to business is one-half of the persons entitled to vote present in person or by duly appointed proxy.
- 24.3 A Proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money recoverable by the Strata Company in respect of its Lot has been paid before the meeting commences.
- 24.4 A Proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or an unanimous resolution even if money due to the Strata Company in respect of its Lot remains unpaid before the meeting commences.

25. Chairman of a general meeting

- 25.1 At a general meeting or at the resumption of an adjourned general meeting the chairman of the Strata Company is to be the chairman of the meeting, subject to sub-bylaw 25.2.
- 25.2 The chairman of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 25.3 If the chairman makes an election under sub-bylaw 25.2 or is unavailable to act as chairman at that meeting or at a part of the meeting, those present at the meeting must authorise another person to act as chairman of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.
- 25.4 A person appointed under sub-bylaw 25.3 need not be a Proprietor.
- 25.5 A person appointed under sub-bylaw 25.3 may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 25.6 Subject to sub-bylaws 25.1 to 25.5, the person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who was chairman of the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- 26.1 Subject to sub-bylaw 26.3, if a quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand adjourned to either:
 - (1) the same day in the next week at the same place and time; or
 - (2) at a date and time to be determined by the Council and notified to the Proprietors.
- 26.2 If, on the date and at the time and place determined under sub-bylaw 26.1, a quorum is not present within 30 minutes after the time appointed for the meeting, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business;

- 26.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of Proprietors, the meeting will be dissolved.
- 26.4 The chairman may, with the consent of a general meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, and if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.
- 26.5 No business may be transacted at a general meeting which is adjourned other than the business left unfinished at the meeting from which the adjournment took place but the meeting will continue to be subject to sub-bylaw 27.2.

27. Voting at a general meeting

- 27.1 Subject to sub-bylaw 27.2, a motion may be passed at a general meeting by a simple majority vote.
- 27.2 If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the quorum and voting requirements of section 3C(1) must be complied with in respect of that motion.
- 27.3 Before a motion at a general meeting can be voted on, it must be moved by a Proprietor or proxy of a Proprietor entitled to vote on the motion and must be seconded by a Proprietor or proxy of a Proprietor entitled to vote on the motion.
- 27.4 All motions at a general meeting are to be determined on a show of hands, unless any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw 27.6, save that any requirements of the Act in relation to the unanimous resolutions, resolutions without dissent and special resolution must be complied with.
- 27.5 On a show of hands, each person entitled to vote has one vote for each Lot owned by that person.
- 27.6 On a poll, each person entitled to vote has one vote for each unit entitlement allocated to the Lot in respect of which they are voting.
- 27.7 Subject to the requirements of voting under section 3C(1)(c) in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw 27.4.
- 27.8 If a poll is duly demanded, it must be taken immediately in any manner the chairman thinks fit and the chairman must declare the result of the poll.
- 27.9 A demand for a poll may be withdrawn before the result of the poll is declared and if withdrawn any steps taken in relation to the poll must be cancelled and of no effect.
- 27.10 In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- 27.11 The chairman has a deliberative vote if they are otherwise entitled to vote, but does not have a casting vote.

28. Restrictions on moving or seconding a motion

- 28.1 A person is not entitled to move or second a motion at a general meeting unless the person is entitled to vote on the motion.

29. Entitlement to vote

- 29.1 Subject to sub-bylaw 29.2 and to the Act, all Proprietors are entitled to vote at a general meeting.
- 29.2 If a person entitled to vote at a general meeting has not paid in full all money recoverable to the Strata Company in respect of that Lot before the meeting starts, that person is not entitled to:
- (1) vote at the meeting on an ordinary resolution or a special resolution but may vote on a motion which is sought to be passed as a unanimous resolution or a resolution without dissent;
 - (2) be nominated as a candidate for election to the Council; or
 - (3) nominate any person, including themselves, as a candidate for election to the Council.

30. Voting by proxy

- 30.1 Any person entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy holder to vote on their behalf at that meeting.
- 30.2 A proxy instrument must be in writing under the hand of the appointor or their attorney and may be either for a particular general meeting or for all general meetings.
- 30.3 A proxy holder need not be a Proprietor.
- 30.4 On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the Lot of such of the joint Proprietors as do not vote personally or by an individual proxy holder.
- 30.5 The co-Proprietors of a Lot may only vote on a show of hands or on a poll by a proxy holder jointly appointed by them and the appointee may be one of them.
- 30.6 If the co-Proprietors of a Lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands, on a poll or otherwise, except when the unanimous resolution of Proprietors is required by the Act.

31. Common Seal

- 31.1 Unless, in any particular case, otherwise directed by the Strata Company, the common seal of the Strata Company may only be used with the Council's authority at a Council meeting and in the presence of at least 2 members of the Council, who must sign every instrument to which the seal is affixed, unless there is only one member of the Council, in which case, the signature of that councillor alone shall be sufficient.

Part 3 – Theme of Development

32. Mixed Use Development

32.1 All Proprietors acknowledge that:

- (1) the strata Scheme is a residential / commercial development and may not be used for activities unrelated to the approved use;
- (2) the quiet enjoyment of the Scheme and the Lots may be impacted on by noise associated with inner city living; and
- (3) restrictions have been placed, and further restrictions may be placed, on the Scheme by the City of Perth; and
- (4) where the By-Laws include restrictions imposed by the City of Perth, the prior approval of the City of Perth is required before the relevant By-Laws can be changed, amended or repealed.

Part 4 – Grants of Exclusive Use

33. Exclusive Use of Common Property: Air-conditioning

33.1 Subject to compliance with By-Law 36, each Proprietor of a Commercial Lot shall have, in relation to its Commercial Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Commercial Lot.

33.2 Each Proprietor referred to in By-Law 33.1 must:

- (1) maintain the common property occupied by the Air-Conditioning System in accordance with section 35(1)(c) of the Act;
- (2) maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and
- (3) not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

34. Exclusive Use of Common Property: Fixtures and Fittings

34.1 Subject to compliance with By-Law 36, each Proprietor shall have in relation to its Lot:

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

34.2 Each Proprietor must:

- (1) maintain the common property occupied by the Fixtures and Fittings in accordance with section 35(1)(c) of the Act;

- (2) maintain in proper working order any Fixtures and Fittings installed within or for the benefit of their Lot; and
- (3) not replace or make any changes to or the positioning of any such Fixtures or Fittings without the written consent of the Council.

35. Exclusive Use of Common Property: Signage Rights

- 35.1 In this By-Law, **Signage Area** means that portion of the common property cubic space on the external façade of the buildings set aside for the installation of a Sign and being the area shown on the plan attached at Annexure B labelled "Signage Plan".
- 35.2 If, at any time, a Proprietor is granted the exclusive use of the Signage Area, that Proprietor may:
- (1) if the Proprietor is the Original Proprietor, or is the Proprietor of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 35; or
 - (2) licence the use of the Signage Area to a person or corporation that is the Proprietor or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 35. A licence granted in accordance with this sub-law 35.2(2) may not be assigned to any party other than a Proprietor of a Commercial Lot.
- 35.3 Any Sign installed in the Signage Area must:
- (1) be approved in writing by the Council;
 - (2) must be in compliance with any conditions specified by any approval of the Council and the City of Perth or any other relevant authority; and
 - (3) be illuminated.
- 35.4 A Proprietor granted exclusive use of the Signage Area must maintain the Signage Area in accordance with section 35(1)(c) of the Act.
- 35.5 This Schedule 1 By-Law 35 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

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

- 36.1 In this By-Law 36, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 33, 34 and 35 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 36.2 A Proprietor who applies to the Council for the permission referred to in sub-law 36.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.

36.3 Subject to sub-bylaw 36.4, the permission of the Council referred to in sub-bylaw 36.1:

- (1) must be in writing;
- (2) may be subject to such conditions as the Council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
- (3) may be withdrawn, as the Council may from time to time reasonably determine.

36.4 The Council:

- (1) must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land; and
- (2) is not obliged to permit the installation of any item or improvement.

36.5 Each Proprietor granted rights by Schedule 1 By-Law 33, 34 and 35 must:

- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
- (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
- (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
- (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
- (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
- (6) at the Proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
- (7) not assign sub-lease or in any other way grant any such rights to any other person;
- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
- (9) on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
- (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
- (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to

in sub-bylaw 36.5(11) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

- 36.6 If a Proprietor fails to comply with sub-bylaw 36.5(7), (9) or (10), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the Act.

37. Exclusive use of Common Property - Signs by Original Proprietor

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

Part 5 – Obligations of Proprietors

38. Use of Residential Lots

- 38.1 A Proprietor of a residential Lot may only use its Residential Lot as a residence.
- 38.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to section 42(14) of the Act;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 38.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 38.4 Despite By-Law 38.1, a Proprietor of a Residential Lot may:
- (1) grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months;
 - (2) conduct business from the Residential Lot so long as:
 - (a) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;

- (b) the conduct of the business does not breach any local authority by-law or regulation;
 - (c) the conduct of the business does not cause any inconvenience to the other Proprietors or occupiers of the Residential Lots;
 - (d) the business does not involve the manufacture, storage or selling of goods.
- 38.5 Despite By-Law 38.1 and 38.4(2)(a), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 38.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
 - (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement;
 - (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 38.5(4).
- 38.7 A Proprietor of a Residential Lot may not grant short term occupancy rights in respect of the Residential Lot, being occupancy for a term of less than 3 months, to any party.
- 38.8 A Proprietor or occupier of a Residential Lot may not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Residential Lot or on any part of the Common Property.

39. Use of Commercial Lots

- 39.1 If there is any conflict between this By-Law 39 and any other By-Law, then this By-Law shall prevail.
- 39.2 The Proprietor or occupier of a Commercial Lot may use the Commercial Lot for any business purpose in its discretion (including, without limitation, as a café, restaurant or similar business) subject to the Proprietor or occupier:
 - (1) conducting the business in accordance with the By-Laws; and
 - (2) complying with the requirement of, and approvals issued by, the City of Perth and or any other relevant authority relating to the use of the Commercial Lot,
- 39.3 The Proprietor and occupier of a Commercial Lot must:

- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
- (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
- (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Proprietor and occupier will provide copies of all these approvals, consents and licences upon demand by the Council.
- (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:
 - (a) the use and occupation of a Commercial Lot for the use intended by the Proprietor and occupier;
 - (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Proprietor and occupier's employees and other persons working in or entering the Commercial Lot;
 - (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
 - (d) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and
 - (e) the provision of fire fighting equipment,
 and must comply with the notices or requirements of all relevant authorities regarding the matters in this sub-by-law 39.3(4).

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

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

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

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

- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
- (2) maintain the internal surfaces of the windows in a clean condition;
- (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
- (5) where necessary provide a sanitary hygiene service to the female toilets.
- (6) cause all rubbish accumulated in the Commercial Lot to be placed daily in the bulk rubbish container provided by the Strata Company and situated on the Land in an area set aside for that purpose; and
- (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receptacle or anywhere else on the common property.

39.7 The Proprietor and occupier of a Commercial Lot must not allow the loading or unloading of Vehicles other than in the designated loading bays and must not interfere with the parking of Vehicles in the car park by any other Proprietor, occupier or person entitled to the use of the car bays.

39.8 The Proprietor and occupier of a Commercial Lot must:

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

39.9 The Proprietor and occupier of a Commercial Lot must:

- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;
- (2) be liable for the cost of:
 - (a) repairing any damage to the electrical system;
 - (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and
 - (c) if necessary, for disconnecting the Proprietors' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and

- (3) not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Commercial Lot.

39.10 The Proprietor and occupier of a Commercial Lot must:

- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
- (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
- (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
- (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.

39.11 Before the commencement of any works in the nature of a "fit out" requiring structural alterations or additions intended to make a lot suitable for occupation, or re-occupation of a lot, a Proprietor and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works, submit an application to and receive approval of that application for those works from the Council.

39.12 In considering an application pursuant to sub-bylaw 39.11, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a mechanical engineer in regard to any aspect of the compatibility of the proposal with the Services and from a structural engineer in relation to the effect any proposed structural works may have on the structural soundness of the building.

39.13 A Proprietor and occupier of a Commercial Lot must, in relation to the lot and the Scheme as a whole:

- (1) effect and maintain with insurers approved under the Insurance Act public risk insurance with an amount insured of at least \$50,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
- (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (3) must not permit their contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

39.14 The Proprietor of a Commercial Lot only shall have the right to make an application to the Department of Racing, Gaming and Liquor for the issue of a liquor licence in respect of the Commercial Lot. The Proprietor of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Proprietor who makes an application pursuant to this sub-bylaw 39.14 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme which render it impossible for the Proprietor to comply with any conditions imposed by the Department.

40. Additional restrictions on use of Commercial Lots

- 40.1 This By-Law 40 applies to the Proprietor of a Commercial Lot in addition to the obligations contained in By-Law 39.
- 40.2 The Commercial Lots include adjoining alfresco areas which form part of each of the Commercial Lots (**Alfresco Area**).
- 40.3 In relation to the Alfresco Area forming part of a Commercial Lot, the Proprietor of that Commercial Lot must:
- (1) comply with the requirements of, and the terms of all approvals issued by, the City of Perth in relation to the use of the Alfresco Area;
 - (2) use the Alfresco Area only for purposes approved by the City of Perth from time to time;
 - (3) maintain the Alfresco Area in clean and tidy state and free of food scraps and any other rubbish at all times.
- 40.4 The Proprietor of a Commercial Lot must not, without the prior written Consent of the Strata Company:
- (1) allow the Alfresco Area to be used for the storage of cartons, boxes, pallets or any other types of crates or boxes used for the delivery of foodstuffs or any other equipment or material;
 - (2) place any chair, table or other item in the common property adjoining the Alfresco Area;
 - (3) place any signage, including, if the Alfresco Area is used for alfresco dining, sandwich boards or similar advertising placards, on any area of the common property adjoining the Alfresco Area; and
 - (4) erect any structure within or on the boundary of the Alfresco Area, including any fence, wall or other barrier between the Alfresco Area and the common property except with the written consent of the Strata Company and subject to any other conditions imposed by the By-Laws;
 - (5) install any floor coverings within the Alfresco Area unless they are of such uniform style, colour and materials as is consistent with the style, colouring and materials of floor coverings within the common property as determined by the Strata Company from time to time.

41. Acknowledgements and Obligations in relation to Car Bays

- 41.1 No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any person, company or corporation who is not a Proprietor or occupier of a Lot within the Scheme.
- 41.2 A Proprietor is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.

- 41.3 A Proprietor or occupier may not, without the consent of the Strata Company, erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use, nor use the car bay as a storage area.

42. Facades of Lots

- 42.1 A Proprietor or occupier of a Lot must not alter, modify, erect or carry out any works to the Facades of their Lot or to any other Lot, including changing the external colour scheme of the Lot, without the prior written approval of the Strata Company.

43. Exclusive Use of Recreational Facilities

- 43.1 The Council may make rules regarding the use of the Recreational Facilities from time to time.
- 43.2 The Proprietors of the Residential Lots shall be entitled to the exclusive use and enjoyment of the Recreational Facilities, being the area as delineated and identified with an "X" on the attached plan marked Annexure A and on the conditions contained in By-laws 43.4 and 43.5.
- 43.3 The Proprietors of the Commercial Lot consent to the grant to the Proprietors of the Residential Lots of the exclusive use the Recreational Facilities as provided for in By-law 43.2.
- 43.4 A Proprietor or occupier of a Residential Lot, including any lessee, licensee, guest or visitor must, at all times, comply with the rules made from time to time by the Council in relation to the Recreational Facilities.
- 43.5 The rules made by the Council in relation to the use of the Recreational Facilities may include the following rules:
- (1) the Recreational Facilities may only be used between the hours prescribed by the Strata Company from time to time;
 - (2) a guest or visitor of a Proprietor or occupier of a Residential Lot may only use the Recreational Facilities provided that they are accompanied by that Proprietor, occupier or other resident;
 - (3) children under the age of 16 years may use the Recreational Facilities only if accompanied and supervised by an adult;
 - (4) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Recreational Facilities except in areas designated by the Council from time to time as specifically designed for eating and drinking;
 - (5) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
 - (6) gymnasium and swimming pool equipment may only be used for their intended purpose and must not be interfered with;
 - (7) all users must be appropriately attired whilst using the Recreational Facilities and nude bathing is not permitted at any time;

- (8) all users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse;
- (9) a maximum number (as prescribed by the Council) of guests or visitors of a Proprietor, occupier or other resident of a Residential Lot are permitted to use the Recreational Facilities at any one time;
- (10) all users use the Recreational Facilities at their own risk and must be responsible for their own safety.

Part 6 – Miscellaneous Rights and Obligations of the Strata Company

44. Penalty for breach of By-Laws

- 44.1 Subject to Section 42A of the Act, the penalty for breaching any of Schedule 1 By-Laws or any Schedule 2 By-Law shall be \$500 or such other amount as may from time to time be prescribed by the Act.

45. Alternative Solution

- 45.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 45.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 45.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an Alternative Solution which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of (1) and (2).
- 45.4 The Original Proprietor has adopted Alternative Solutions which satisfy the Performance Requirements of the BCA relating to:
- (1) the deletion of sprinkler protection to the front low rise podium buildings; and
 - (2) discharge car park exhaust ventilation near boundary,
- (the Alternative Solutions).**
- 45.5 The Original Proprietor may also adopt or be required to adopt further Alternative Solutions by the Local Government from time to time.
- 45.6 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.

- 45.7 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 45.
- 45.8 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 45.
- 45.9 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 45.10 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 45.11 In this By-Law 45, **Claim** means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

46. Essential Services to be inspected or tested

- 46.1 The Strata Company must comply with the Building Code of Australia and in particular, to Section 1 in respect of its obligations to maintain the common property including, but not limited to, all equipment and safety systems.
- 46.2 In addition to the general obligations of the Strata Company to repair and maintain the common property, the Strata Company must ensure that the following essential services are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance described below and in accordance with the nature and frequency of inspection or testing described below:

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Fire Detectors and Alarm Systems	BCA E1.7, AS 1670	Monthly to AS 1851.8
Fire Hydrants	BCA E1.3, AS 2419.1	6 monthly to AS 1851.4
Pump sets and booster connection where installed	BCA E1.3, AS 2419.1	Monthly to AS 1851.4
Sprinklers, including isolation valves where installed	BCA, E1.5, AS 2118, Code of practice for installation of residential life safety sprinkler systems	Monthly to AS 1851.3
Emergency and Intercommunications Systems Maintenance where installed	BCA Part E4.9, AS1670.4 & A54428.1	Monthly
Fire doors (including signs)	BCA Spec C3.4, AS 1905.1	Monthly to AS 1851.7
Smoke doors	BCA Spec C3, 4	Monthly to AS 1851.7 equivalent

Exit Doors	BCA Section D	3 monthly inspections to confirm exit doors are intact, operational and fitted with conforming hardware.
Paths of travel to exits	BCA Section D	3 monthly inspections to confirm travel paths are intact
Emergency Lighting	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Exit Signs	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Fire Extinguishers (portable)	BCA E1.6, AS 2444	6 monthly to AS 1851.1
Fire Hose Reels	BCA E1.4	6 monthly to AS 1851.2
Fire indices for materials	BCA C1, 10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual Inspection
Penetrations in fire-rated and smoke rated structures	BCA Part C3	Annual Inspection
OTHER SERVICE/MAINTENANCE TO BE PERFORMED		NATURE AND FREQUENCY
External metal surfaces (including painted or powder coated surfaces)		
Roller doors, driveways and boom gates		To be washed and soft brushed once a month – repainted when required.
Roller doors, driveways and boom gates		To be serviced once every 3 months
Reticulation System		To be checked regularly – important to not overwater, and not to water other than on allocated days for no longer than 15 minutes per station.
Lift		Ensure contractor adheres to service agreement
Roof Gutters		To be cleaned every 3 months
Soak wells		To be inspected every 6 months and emptied when required.
Carpets		Dry-clean communal carpets in lounge areas etc. once every 6 months or more often if required.
Timberwork		To be kept clean and repainted every 3 to 5 years or when required.

47. Administrative Expense Contributions Varied

- 47.1 Pursuant to section 36(1), the Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.
- 47.2 In accordance with the provisions of Section 42B, if an item of administrative expense is specifically related to:
- (1) only the Residential Lots; or
 - (2) only the Commercial Lot; or
 - (3) to an area of the common property over which rights of exclusive use have been granted; or
 - (4) to any particular Lot or Lots within the Scheme;
- the cost of that expense shall wherever practicable be borne by the Proprietors of the relevant Lot or Lots, or the grantee of the exclusive use, to which that item of expense specifically relates.
- 47.3 The proportions by which costs referred to in sub-bylaw 47.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Proprietors as to the method of allocation.
- 47.4 An allocation of cost pursuant to sub-bylaw 47.3 may, but need not bear any relationship to the unit entitlement of any or all of the Lots.
- 47.5 All other costs not otherwise allocated in accordance with sub-bylaw 47.2 for the administrative fund must be shared by all the Proprietors in accordance with unit entitlement.

48. Penthouse Apartment - Residential Lot 119

- 48.1 The Proprietors acknowledge and agree that there is a plant room located on the Roof Terrace Level of the Building which contains plant and service equipment.
- 48.2 The mechanical noise associated with plant and service equipment located in the plant room may exceed levels deemed acceptable under Australian Standards AS2107.
- 48.3 The Original Proprietor has made every reasonable effort to reduce the noise levels but cannot bring them within the deemed acceptable standard.
- 48.4 The Proprietors or occupiers of the Scheme (and in particular, the Proprietor or occupier of Lot 119) from time to time may not make any claim against either the Original Proprietor or the Strata Company, or require the Original Proprietor or Strata Company to undertake any works in an attempt to reduce the noise levels associated with the plant room or claim any compensation in respect thereto.

49. Acknowledgement of Heritage Status

49.1 The Proprietors acknowledge and agree that the Strata Scheme:

- (1) encompasses the site of the former ABC Sound Broadcasting and Television Studios, Perth which has been listed on the register of heritage places by the Heritage Council of Western Australia on a permanent basis for reasons of having cultural heritage significance;
- (2) the Original Proprietor has present obligations imposed by the Heritage Council to maintain the heritage values of the site and the Strata Company may have future obligations to do so in accordance with any Heritage Agreement entered into between the Original Proprietors, the Heritage Council of Western Australia and the City of Perth; and
- (3) the Strata Company and the Proprietors are bound by, and must comply with, all obligations contained in any Heritage Agreement or as are imposed by the Heritage Council in relation to the Strata Scheme from time to time.

Schedule 2 By-Laws

1. Payments and notifications

1.1 A Proprietor must:

- (1) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
- (2) within 14 days after becoming a Proprietor, give Council written notice of an address of the Proprietor within Western Australia for service of notices and other documents under the Act;
- (3) if required by Council, notify Council of any mortgage or other dealing in connection with its Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.

2. Maintenance and repairs

2.1 A Proprietor must, at its cost:

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

3. Refuse and cleaning

3.1 Proprietors and occupiers must:

- (1) maintain within their Lot, or on such part of the common property as may be authorised by Council, a garbage bin in clean and dry condition and adequately covered;
- (2) comply with all By-Laws of the Local Government relating to the disposal of garbage;
- (3) not deposit rubbish on common property or on their Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 By-Law 3.2, placed in garbage chutes provided by the Strata Company, or in garbage bins provided or approved by the Strata Company, or on any other Lot.

3.2 Proprietors and occupiers must not place within any garbage chute any form of recyclable materials, including cardboard boxes and glass bottles and any other materials that may block or otherwise damage the garbage chute.

4. Alterations to lot

4.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Lot before they have:

- (1) obtained all the necessary approvals and permits of the Local Government;

- (2) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;
- (3) in addition to section 7 of the Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
- (4) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
- (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated work

4.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, a Proprietor must ensure:

- (1) subject to By-Law 15, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;
- (2) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- (3) that no security door or gate within the scheme remains open while the works are carried out;
- (4) that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- (5) that access to or egress from the Proprietor's Lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
- (6) that no noxious or offensive activity be carried on upon its Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be used in the performance of the works during the hours specified in this by-law 4.2(6);
- (7) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot; and
- (8) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

5. Use of Common Property - Conduct of Proprietors, occupiers and Invitees

5.1 Proprietors and occupiers must:

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

5.2 Proprietors and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Lot or to any person lawfully using common property;
- (3) permit any child of whom he has control to play upon the common property or use the facilities unless accompanied by an adult exercising effective control;
- (4) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
- (5) make undue noise or allow undue noise to be made in or about any Lot or common property;
- (6) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (7) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

5.3 Proprietors and occupiers must not, without the prior consent of the Strata Company:

- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
- (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
- (3) store any items in or upon the common property;
- (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor

- (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

6. Safety and Security

6.1 Proprietors and occupiers must:

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

7. Lot Appearance

- 7.1 A Proprietor or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.

8. Floor Coverings

- 8.1 A proprietor must ensure that all floor space within that Proprietor's Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Lots;
- 8.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

9. Balconies

9.1 A Proprietor or occupier of a Lot must not:

- (1) use any balcony other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;

- (2) place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture;
 - (3) leave loose objects on the balcony and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Lot if the balcony doors are left open;
 - (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony;
 - (5) hang any washing, bedding, clothing or other article on the balcony that is visible outside the Lot.
- 9.2 A Proprietor or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Proprietor or occupier of the Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Lot.
- 9.3 The Proprietors and occupiers of a Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:
- (1) the removal of lightweight furniture during storms; and
 - (2) the removal of planter boxes during storms.

10. Window Treatments

- 10.1 A Proprietor or occupier of a Commercial Lot must not, without the consent of the Strata Company:
- (1) fit any blinds or screens within its Commercial Lot that are visible from outside its lot unless they are of such uniform style and colour as determined by the Strata Company from time to time; or
 - (2) apply any tinting, surface film or coloured glass to either the inside or outside surface of any window visible from outside the Lot.
- 10.2 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:
- (1) remove any existing blinds or screens installed within its Residential Lot that are visible from outside its lot; or
 - (2) hang window treatments in any Lot which are visible from the outside of a Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company; or
 - (3) apply any tinting, surface film or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

11. Floor Loading

- 11.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:

- (1) excessive stress or floor loading to any part of a Lot; or
 - (2) a breach of any restrictive covenant applicable to the Strata Plan.
- 11.2 For the purposes of sub-bylaw 11.1, the maximum floor loadings are:
- (1) for Commercial Lots, 5kPa live load;
 - (2) for internal areas of Residential Lots, 1.5kPa live load; and
 - (3) for balconies adjacent to Residential Lots, 2kPa live load.

12. Cleaning Windows

- 12.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.

13. Signage on Commercial Lots

- 13.1 The Proprietors and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
- (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 35 (excluding sub-bylaw 35.3(3));
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot;
 - (3) the sign does not contain any offensive material.

14. Signage on Residential Lots

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

15. Vehicles

- 15.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Lot car bay or exclusive use car bay, or park or stand a Vehicle on common property except within a bay set aside for the parking of a motor Vehicle.
- 15.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:
- (1) damage from any cause a Vehicle may sustain at any time;
 - (2) the theft of any Vehicle or for the theft of any parts, equipment or contents of any Vehicle however occurring;

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

16. Flammable materials

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

17. Animals

- 17.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Lot without the prior written consent of the Council.
- 17.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.
- 17.3 A Proprietor or occupier granted consent under sub-bylaw 17.2:
- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;

- (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot;
 - (3) is responsible for the health, hygiene, control and supervision of the animal; and
 - (4) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of Adagio by other Proprietors.
- 17.4 The Strata Company may serve a notice on a Proprietor or occupier of a Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 17.5 A Proprietor or occupier that fails to comply with a notice issued under sub-bylaw 17.4 must immediately remove the animal from the Lot.

18. Prohibition on Smoking

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

19. Rules

- 19.1 The Strata Company may determine, in a general meeting from time to time to withdraw or amend rules for the use, control and management of the common property including:
- (1) affixing of external aerials;
 - (2) parking of vehicles;
 - (3) fire and emergency exercises;
 - (4) use of lifts, stairways and passageways;
 - (5) rubbish collection;
 - (6) security of the building and charges relating to the security system and security keys.
- 19.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

20. Fire Protection and Equipment

- 20.1 The Strata Company must:
- (1) adopt, regularly review and put into effect a fire management plan designed to minimise the risk of an outbreak of fire being initiated within the Land, to control and extinguish any outbreak of fire which may occur within the Land and to preserve the safety of people located upon or within the Land;
 - (2) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the recommendations of DFES from time to time, and the Building

Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:

- (a) Fire Protection Equipment – A.S. 1851;
- (b) Fire Hose Reels – A.S. 1851.2 – 1995;
- (c) Fire Hydrants - A.S. 1841.4 – 1992;
- (d) Pumpset System - A.S.2941; and
- (e) Fire Sprinkler System.

- 20.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Lot or the common property.

21. Public Address and Sound Amplification Systems

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

22. Power to Decorate

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

23. Common Property Damage & Contractor Instructions

- 23.1 If damage of any nature is caused to any part of the common property by the actions of any Proprietor, occupier or their Invitee, that Proprietor must bear the full cost of making good such damage.
- 23.2 If the Strata Company expends money to make good the damage to the common property (which has been notified to the relevant proprietor and in relation to which notice the Proprietor is in default under Schedule 2, By-Law 24), the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 23.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

24. Default

- 24.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 15 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

25. Costs of legal proceedings

- 25.1 This By-Law takes effect subject to sections 81(11) and 111 of the Act.

25.2 If:

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

and:

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

then the Council is empowered to:

- (6) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (7) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

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

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

- (5) any other proceedings in any court.

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

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

26. Power of Strata Company regarding Sub meters

- 26.1 Where the supply of gas and/or electricity to a Lot is regulated by means of a sub meter, the Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$1,000 and if any amount so paid is applied by the Strata Company under sub-bylaw 26.3, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.
- 26.2 The Strata Company must lodge every sum received under this By-Law to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Proprietor or occupier who made the payment.
- 26.3 If the Proprietor or occupier in respect of which a sub meter 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 Proprietor or occupier under this By-Law, including any interest that may have accrued in respect of that account.
- 26.4 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are longer the Proprietor 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 a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

27. Conditions of Approval

27.1 When the consent of the Strata Company is required, the consent:

- (1) may be withheld;
 - (2) may be given on conditions; and
 - (3) may be withdrawn,
- as the Council shall reasonably determine.

28. Strata Manager

- 28.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 28.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager:
- (1) operates a trust account where the funds of the Strata Company will be deposited;
 - (2) has in place current professional indemnity insurance; and
 - (3) is a member of the Strata Titles Institute of W.A.
- 28.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

29. Limiting access to parts of common property

- 29.1 The Strata Company may take measures to ensure the security and to preserve the safety of the common property and the Lots from damage, fire or other hazards and, without limitation, may in respect of any part of the common property not required for access to a Lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors or occupiers of any part of the common property.

DATED THIS04..... DAY OF APRIL 2013.

Executed by **Ventrade Australia Pty Ltd**
ACN 132 292 623 in accordance with
section 127 of the *Corporations Act 2001*:

Director/company secretary

JOHN CHAN

Name of director/company secretary
(BLOCK LETTERS)

Director

KEVIN CROMBIE

Name of director
(BLOCK LETTERS)

(TO BE SIGNED BY EACH APPLICANT)

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

Westpac Banking Corporation
ENCUMBRANCE Document & No. Mortgage L837123

Executed by WESTPAC BANKING
CORPORATION ABN 33 007 457 141
by being signed in Western Australia
by its Attorneys

Richard Alan Mulroney

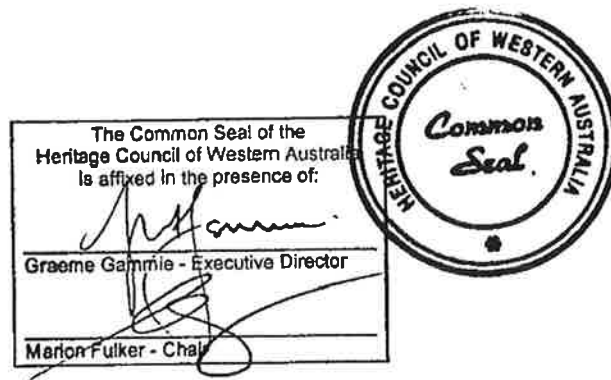
Under Power of Attorney No. H663334

who declares that they hold the office
in the Bank indicated under their
signature in the presence of

Witness

HERITAGE COUNCIL OF WESTERN AUSTRALIA

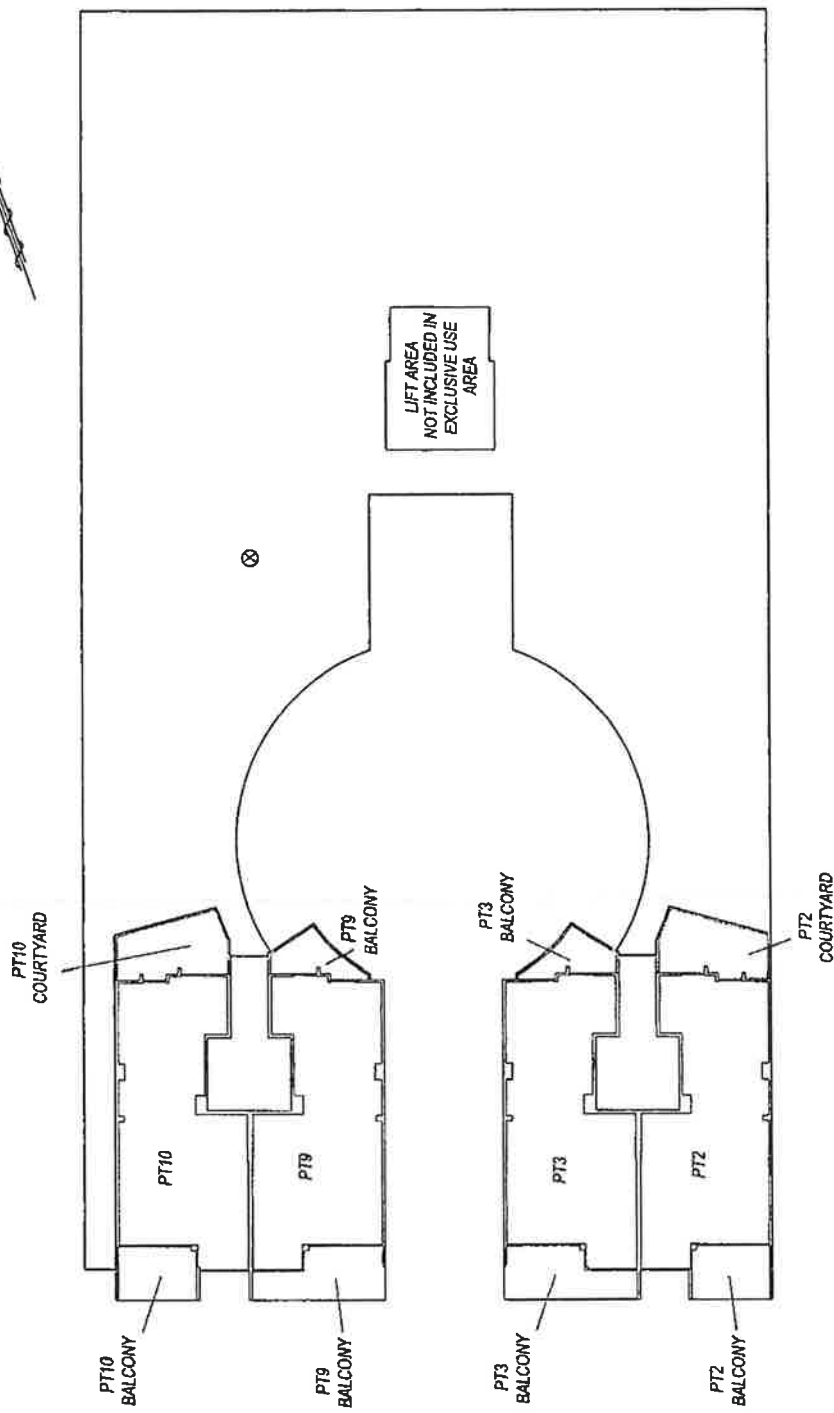
ENCUMBRANCE Document & No. Memorials K439322, K498634 and L501773



Annexure A – Exclusive Use Plan (Schedule 1, By-Law 43)

FIRST FLOOR

SKETCH SHOWING EXCLUSIVE USE AREA
FOR LOTS 2-7 & 9-115 ON STRATA PLAN 58159



TUSCOM SUBDIVISION
CONSULTANTS PTY LTD.
21 WILLOUGH STREET
ADELPHI WA 6103
PH (08) 9318 8300
FAX (08) 9318 8379

SCALE 1:400 @ A3



Annexure B – Signage Plan (Schedule 1, By-Law 35.1)

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

M230645 SM

04 Apr 2013 15:22:45 Perth



REG \$ 160.00

LODGED BY PARAMOUNT SETTLEMENTS

ADDRESS POST OFFICE BOX 378
NORTHBRIDGE WA 6865

PHONE No. 9228 0988

FAX No 9228 0883

REFERENCE No. ST/8400

ISSUING BOX No. 192L

PREPARED BY Norton Rose Australia

ADDRESS Level 39 BankWest Tower
108 St Georges Terrace
Perth WA 6000

PHONE No. (08) 6212 3222 FAX No. (08) 6212 3444

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

4/4

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____ Received Items
2. _____ Nos.
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.

