

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

4051

Folio

768

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 23 ON STRATA PLAN 82199

TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

(T Q002428) REGISTERED 24/5/2024

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. **P606313** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 29/6/2023.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP82199
PREVIOUS TITLE: 4037-990
PROPERTY STREET ADDRESS: **APARTMENT G28 3 AIRLIE ST, CLAREMONT.**
LOCAL GOVERNMENT AUTHORITY: TOWN OF CLAREMONT

Plan Information

Tenure Type

Freehold

Plan Type

Strata Plan

Plan Purpose

Subdivision

Plan Heading

Lots 1-7, 9-32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260 & Common Property

Strata Scheme Details

Scheme Name

The Grove Residences

Lodgement of scheme by-laws

YES

Parcel Address

1-3 Airlie Street, Claremont, WA, 6010

Locality and Local Government

Locality

Claremont

Local Government

Town Of Claremont

Plan Examined

Examined



Date

14-May-2024

Planning Approval

Planning Approve Required

Reference

Delegated under S. 16 P&D Act 2005

Date

In Order For Dealings

Subject To

Application to Register Strata Titles Scheme, Lodgement of Scheme by-laws, Sec 195 of the LAA, Sec 195 & 196 of the LAA.

For Registrar of Titles



Date

14-May-2024

Plan Approved



Date

14.5.2024

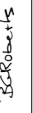
Inspector of Plans and Surveys



Date

14.5.2024

Registered Application P68104



Registrar of Titles

Seal

14.5.2024

Date

Survey Details

Field Record

163398

Declared as Special Survey Area

NO

Survey Certificate - Regulation 54

I, NICHOLAS KATISE hereby certify that this plan is accurate and is correct representation of the -
(a) survey, and
(b) calculations from measurements recorded in the field records, undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

2024.05.10 08:47:41+0800

Licensed Surveyor

Date

Survey Organisation

Name

Land Surveys

Address

P O BOX 746, Belmont 6064

Phone

94774477

Fax

94774489

Email

projects@landsurveys.net.au

Reference

2000790

Amendments

Version

Amendment Description

Authorised By

Date

2

Audit Requirement and Store room 212 & 54 Swapped Carbay 117 changed to 127 and Store room 117 divided to 117 & 127

N. Kalise

11/04/24

3

Replacement

N. Kalise

09/05/24

Former Tenure

New Lot / Land

Parent Plan Number

Parent Lot Number

Title Reference

Subject Land Description

1-7, 9-32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260

DP 419808

550

4037 / 990

New Interests

Subject

Purpose

Statutory Reference

Origin

Land Burdened

Benefit To

Comments

    (SEE SHEET 16)

EASEMENT

SECTION 195 OF THE LAA

DOC P688108

COMMON PROPERTY

TOWN OF CLAREMONT

WASTE MANAGEMENT REFER TO SHEET 5 FOR HEIGHT LIMITS

  (SEE SHEET 16)

EASEMENT

SECTION 195 & 196 OF THE LAA

DOC P688107

COMMON PROPERTY

TOWN OF CLAREMONT AND THE PUBLIC AT LARGE

ACCESS PUBLIC OPEN SPACE REFER TO SHEET 6 FOR HEIGHT LIMITS



19 Brennan Way
Belmont WA 6104
PO Box 746 Belmont WA 6064
T (08) 9477 4477 E projects@landsurveys.net.au CAD File: SP 82199 Ver 3 (Rev V) dwg
F (08) 9477 4489 www.landsurveys.net.au JOB No: 2000790



STRATA PLAN
82199



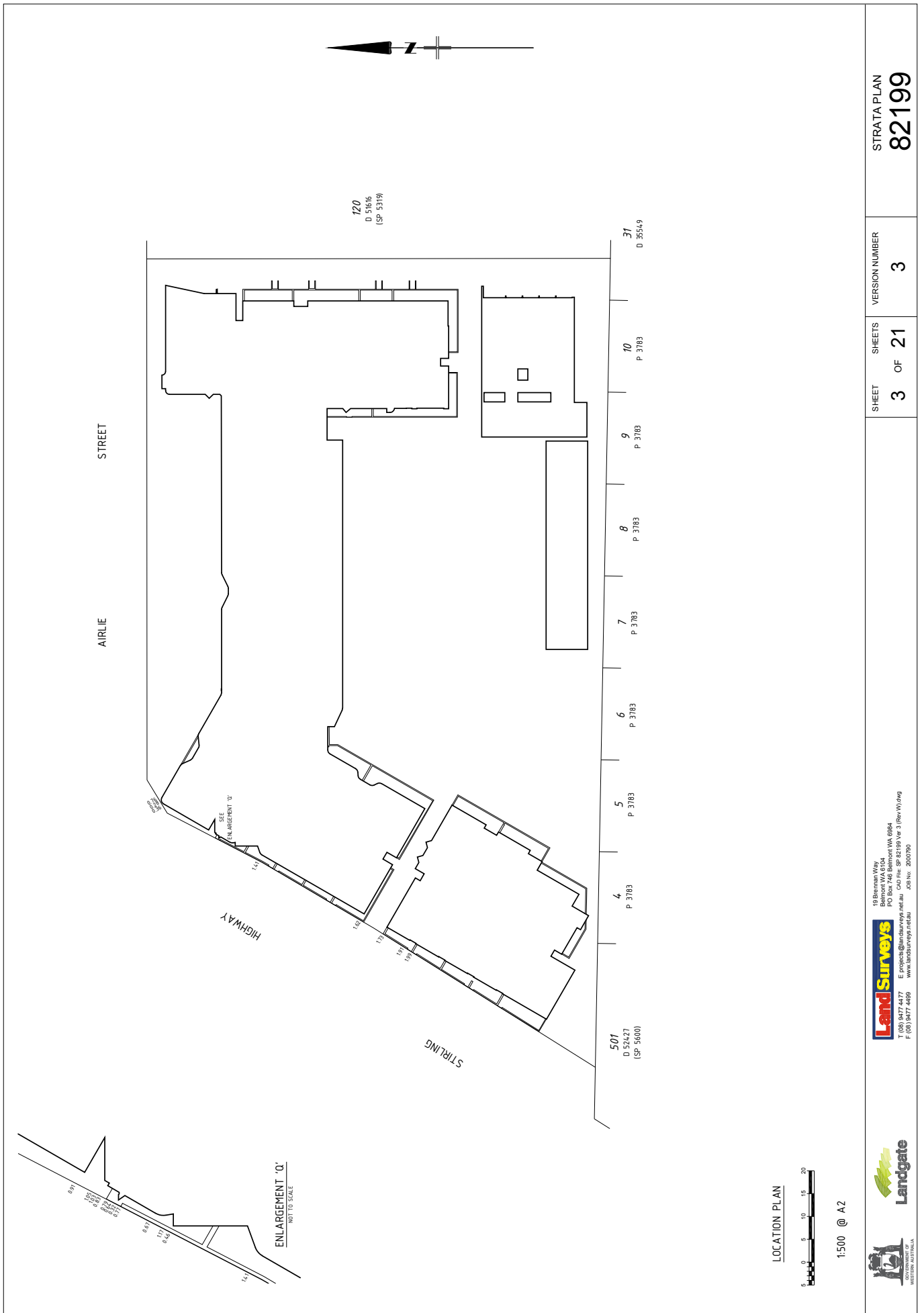
19 Brennan Way
Belmont WA 6104
PO Box 1000 Belmont WA 6104
E: enquiries@landgate.wa.gov.au CAD File: SP 82199 Ver 5 (Rev V) dwg
T: (08) 9477 4497 F: (08) 9477 4499 www.landgate.wa.gov.au JOB No: 2000790

Lot	Total Area	Floor	Sheet
1	127	UG B UG	4,6
2	246	UG B UG	4,6
3	214	UG LG UG	5,6
4	190	UG LG UG	5,6
5	264	UG B UG	4,5,6
6	181	UG LG UG	5,6
7	234	UG LG UG	5,6
8	110	UG LG UG	5,6
9	109	UG LG UG	5,6
10	119	UG B UG	4,6
11	110	UG B UG	4,6
12	106	UG B UG	4,6
13	106	UG B UG	4,6
14	106	UG B UG	4,6
15	112	UG B UG	4,6
16	151	UG B UG	4,6
17	146	UG B UG	4,6
18	190	UG B UG	4,6
19	190	UG B UG	4,6
20	181	UG B UG	4,6
21	234	UG B UG	4,6
22	117	UG B UG	4,6
23	225	UG B UG	4,6
24	216	UG B UG	4,6
25	121	UG B UG	4,6
26	101	UG B UG	4,6
27	198	UG B UG	4,6
28	187	UG B UG	4,6
29	159	UG B UG	4,6
30	193	UG B UG	4,6
31	148	UG B UG	4,6
32	189	UG B UG	4,6
33	148	UG B UG	4,6
34	94	UG B UG	4,6
35	94	UG B UG	4,6
36	113	UG B UG	4,6
37	97	UG B UG	4,6
38	98	UG B UG	4,6
39	54	UG B UG	4,6
40	100	UG B UG	4,6
41	178	UG B UG	4,6
42	152	UG B UG	4,6
43	59	UG B UG	4,6
44	153	UG B UG	4,6
45	150	UG B UG	4,6
46	150	UG B UG	4,6
47	147	UG B UG	4,6
48	353	UG B UG	4,6
49	351	UG B UG	4,6
50	100	UG B UG	4,6
51	169	UG B UG	4,6
52	100	UG B UG	4,6
53	169	UG B UG	4,6
54	175	UG B UG	4,6
55	105	UG B UG	4,6
56	156	UG B UG	4,6
57	151	UG B UG	4,6
58	151	UG B UG	4,6
59	103	UG B UG	4,6
60	114	UG B UG	4,6
61	199	UG B UG	4,6
62	184	UG B UG	4,6
63	160	UG B UG	4,6
64	192	UG B UG	4,6
65	147	UG B UG	4,6
66	190	UG B UG	4,6
67	54	UG B UG	4,6
68	54	UG B UG	4,6
69	54	UG B UG	4,6
70	113	UG B UG	4,6
71	59	UG B UG	4,6

Lot	Total Area	Floor	Sheet
72	111	UG B UG	4,6
73	94	UG B UG	4,6
74	101	UG B UG	4,6
75	179	UG B UG	4,6
76	151	UG B UG	4,6
77	99	UG B UG	4,6
78	153	UG B UG	4,6
79	153	UG B UG	4,6
80	152	UG B UG	4,6
81	151	UG B UG	4,6
82	152	UG B UG	4,6
83	149	UG B UG	4,6
84	388	UG B UG	4,6
85	155	UG B UG	4,6
86	155	UG B UG	4,6
87	195	UG B UG	4,6
88	100	UG B UG	4,6
89	169	UG B UG	4,6
90	172	UG B UG	4,6
91	105	UG B UG	4,6
92	155	UG B UG	4,6
93	151	UG B UG	4,6
94	151	UG B UG	4,6
95	151	UG B UG	4,6
96	151	UG B UG	4,6
97	105	UG B UG	4,6
98	105	UG B UG	4,6
99	195	UG B UG	4,6
100	181	UG B UG	4,6
101	155	UG B UG	4,6
102	203	UG B UG	4,6
103	149	UG B UG	4,6
104	193	UG B UG	4,6
105	96	UG B UG	4,6
106	96	UG B UG	4,6
107	96	UG B UG	4,6
108	114	UG B UG	4,6
109	99	UG B UG	4,6
110	99	UG B UG	4,6
111	96	UG B UG	4,6
112	101	UG B UG	4,6
113	178	UG B UG	4,6
114	150	UG B UG	4,6
115	99	UG B UG	4,6
116	154	UG B UG	4,6
117	273	UG B UG	4,6
118	152	UG B UG	4,6
119	152	UG B UG	4,6
120	152	UG B UG	4,6
121	148	UG B UG	4,6
122	418	UG B UG	4,6
123	155	UG B UG	4,6
124	195	UG B UG	4,6
125	259	UG B UG	4,6
126	277	UG B UG	4,6
127	277	UG B UG	4,6
128	155	UG B UG	4,6
129	155	UG B UG	4,6
130	154	UG B UG	4,6
131	151	UG B UG	4,6
132	151	UG B UG	4,6
133	152	UG B UG	4,6
134	101	UG B UG	4,6
135	99	UG B UG	4,6
136	199	UG B UG	4,6
137	318	UG B UG	4,6
138	194	UG B UG	4,6
139	194	UG B UG	4,6
140	234	UG B UG	4,6
141	293	UG B UG	4,6
142	113	UG B UG	4,6
143	96	UG B UG	4,6
144	96	UG B UG	4,6

Lot	Total Area	Floor	Sheet
145	97	UG B UG	4,6
146	94	UG B UG	4,6
147	114	UG B UG	4,6
148	174	UG B UG	4,6
149	148	UG B UG	4,6
150	98	UG B UG	4,6
151	262	UG B UG	4,6
152	257	UG B UG	4,6
153	221	UG B UG	4,6
154	263	UG B UG	4,6
155	312	UG B UG	4,6
156	290	UG B UG	4,6
157	326	UG B UG	4,6
158	101	UG B UG	4,6
159	198	UG B UG	4,6
160	210	UG B UG	4,6
161	298	UG B UG	4,6
162	178	UG B UG	4,6
163	150	UG B UG	4,6
164	99	UG B UG	4,6
165	230	UG B UG	4,6
166	206	UG B UG	4,6
167	217	UG B UG	4,6
168	211	UG B UG	4,6
169	246	UG B UG	4,6
170	248	UG B UG	4,6
171	248	UG B UG	4,6
172	248	UG B UG	4,6
173	248	UG B UG	4,6
174	101	UG B UG	4,6
175	199	UG B UG	4,6
176	200	UG B UG	4,6
177	286	UG B UG	4,6
178	178	UG B UG	4,6
179	150	UG B UG	4,6
180	150	UG B UG	4,6
181	150	UG B UG	4,6
182	112	UG B UG	4,6
183	243	UG B UG	4,6
184	215	UG B UG	4,6
185	214	UG B UG	4,6
186	212	UG B UG	4,6
187	249	UG B UG	4,6
188	251	UG B UG	4,6
189	253	UG B UG	4,6
190	320	UG B UG	4,6
191	346	UG B UG	4,6
192	358	UG B UG	4,6
193	215	UG B UG	4,6
194	227	UG B UG	4,6
195	211	UG B UG	4,6
196	250	UG B UG	4,6
197	239	UG B UG	4,6
198	233	UG B UG	4,6
199	233	UG B UG	4,6
200	256	UG B UG	4,6
201	230	UG B UG	4,6
202	246	UG B UG	4,6
203	243	UG B UG	4,6
204	202	UG B UG	4,6
205	227	UG B UG	4,6
206	213	UG B UG	4,6
207	278	UG B UG	4,6
208	238	UG B UG	4,6
209	238	UG B UG	4,6
210	251	UG B UG	4,6
211	229	UG B UG	4,6
212	244	UG B UG	4,6
213	247	UG B UG	4,6
214	258	UG B UG	4,6
215	355	UG B UG	4,6

Lot	Total Area	Floor	Sheet
217	298	UG LG	5,15
218	256	UG LG	5,15
219	238	UG LG	5,15
220	253	UG LG	5,15
221	309	UG LG	5,15
222	363	UG LG	5,15
223	252	UG LG	5,15
224	330	UG LG	5,15
225	250	UG LG	5,15
226	250	UG LG	5,15
227	250	UG LG	5,15
228	310	UG LG	5,15
229	368	UG LG	5,15
230	496	UG LG	5,15
231	348	UG LG	5,15
232	242	UG LG	5,15
233	251	UG LG	5,15
234	312	UG LG	5,15
235	359	UG LG	5,15
236	255	UG LG	5,15
237	272	UG LG	5,15
238	319	UG LG	5,15
239	374	UG LG	5,15
240	243	UG LG	5,15
241	385	UG LG	5,15
242	349	UG LG	5,15
243	395	UG LG	5,15
244	376	UG LG	5,15
245	313	UG LG	5,15
246	94	UG LG	5,6
247	174	UG LG	5,6
248	147	UG LG	5,6
249	423	UG LG	5,6
250	299	UG LG	5,6
251	258	UG LG	5,6
252	477	UG LG	5,6
253	546	UG LG	5,6
254	307	UG LG	5,6





19 Brennan Way
Belmont WA 6104
PO Box 1000 Belmont WA 6104
T (08) 8477 4477 E enquiries@landgate.wa.gov.au CAD File: SP 82199 Ver 2 (Rev V0).dwg
www.landgate.wa.gov.au JCB No.: 2000790

STRATA PLAN
82199

VERSION NUMBER
3

SHEETS
4 OF 21

SHEET
4

1:300 @ A2



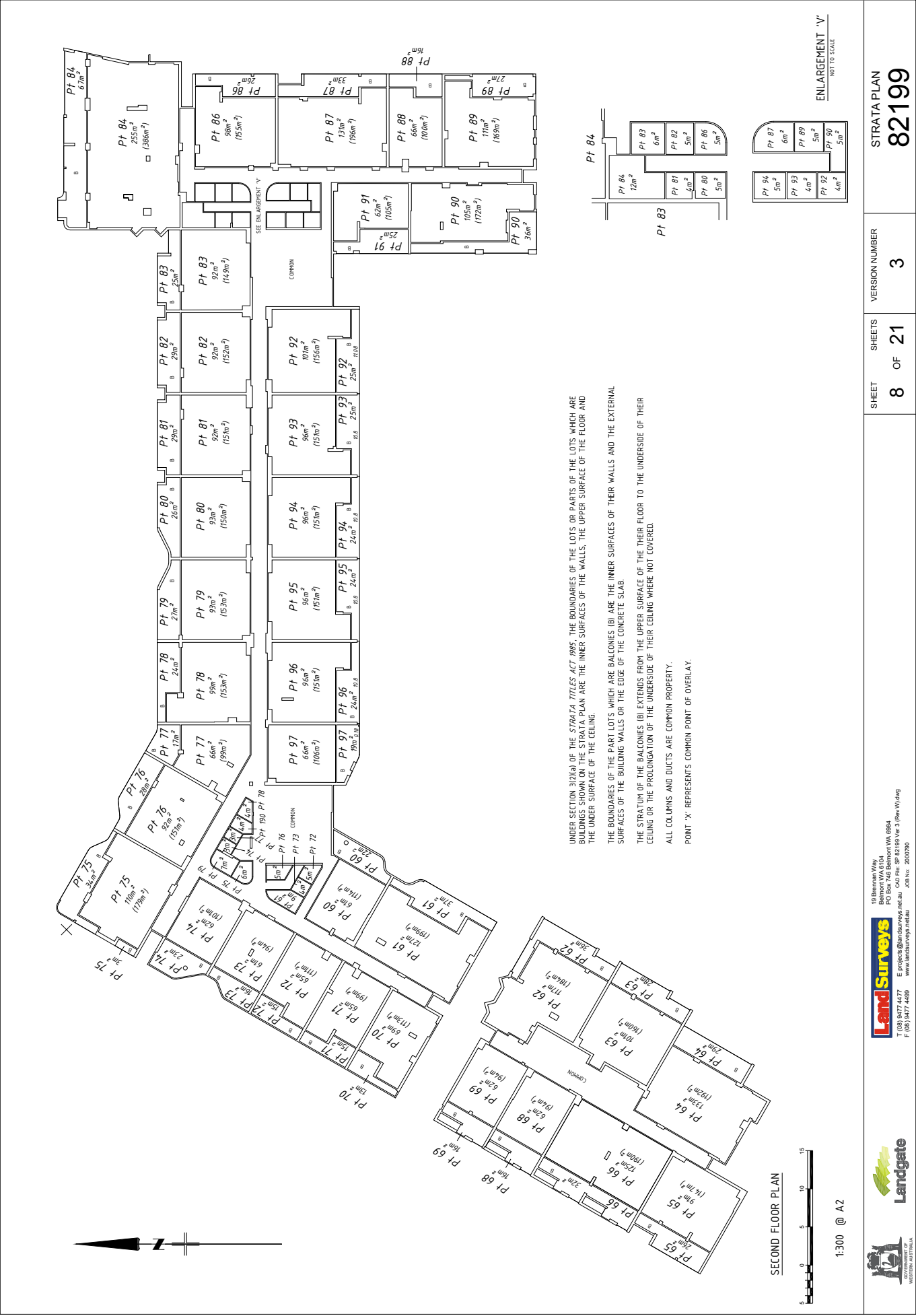
BASEMENT FLOOR PLAN

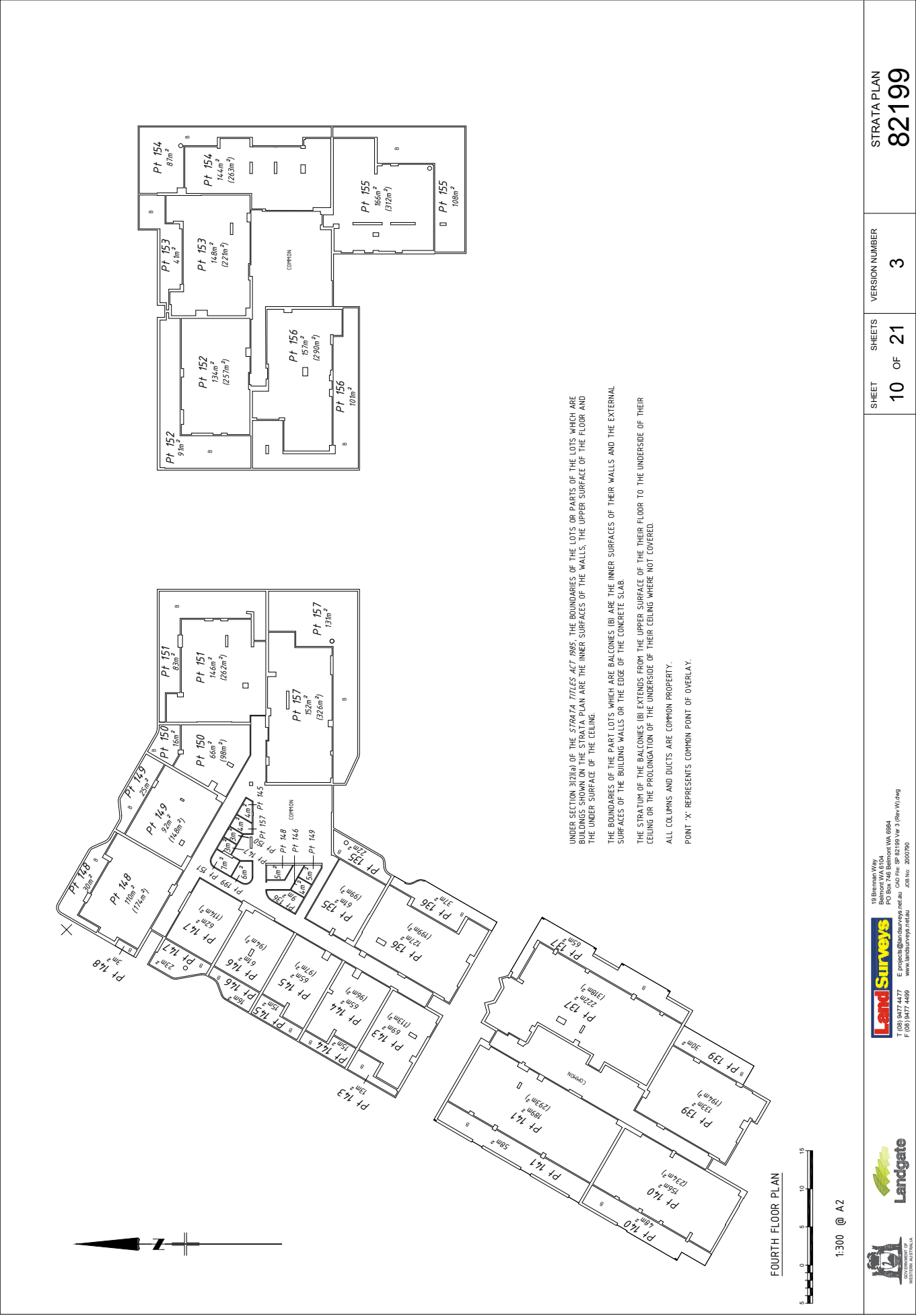
ENLARGEMENT 'R'
NOT TO SCALE

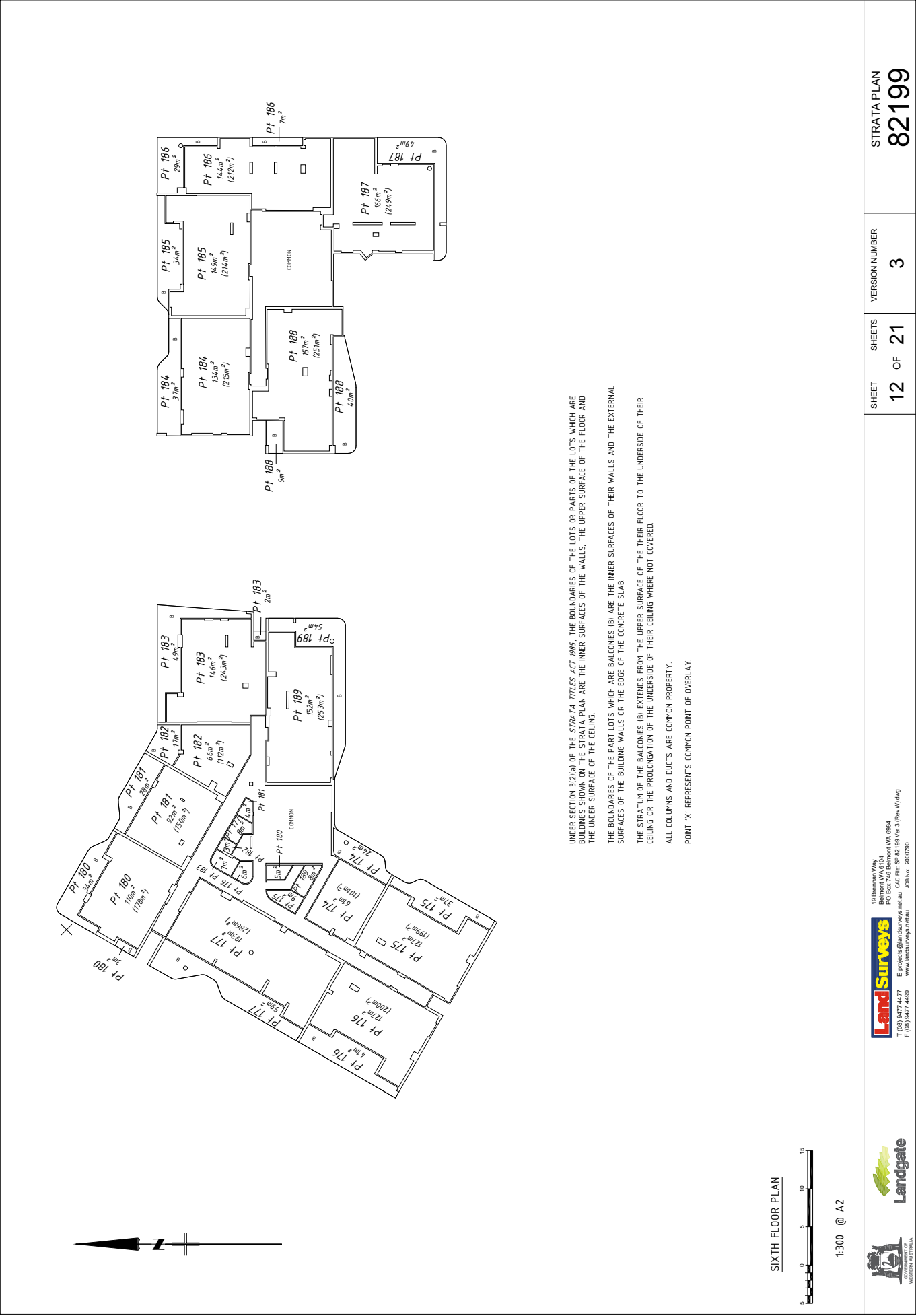
UNDER SECTION 312(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.
THE STRATUM OF THE CARBAYS (C1 & C2), MOTOR CYCLE BAYS (MB) & GARAGES (G) EXTENDS BETWEEN THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING.
CARBAYS (C1) ARE: 2.4m x 5.4m and 3m² UNLESS NOTED OTHERWISE.
CARBAYS (C2) ARE: 2.4m x 4.6m and 11m² UNLESS NOTED OTHERWISE.
MOTOR CYCLE BAY (MB) ARE: 2.5m x 4.2m and 3m² UNLESS NOTED OTHERWISE.
GARAGE (G) ARE TO THE INNER SURFACES OF WALLS, UNLESS OTHERWISE NOTED.

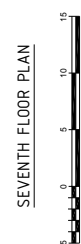
EXCLUDING PERIMETER OF PARCEL, ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.
ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE EXTERNAL FACES OF WALLS, EXCEPT WHERE STATED OTHERWISE.
ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.
POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.









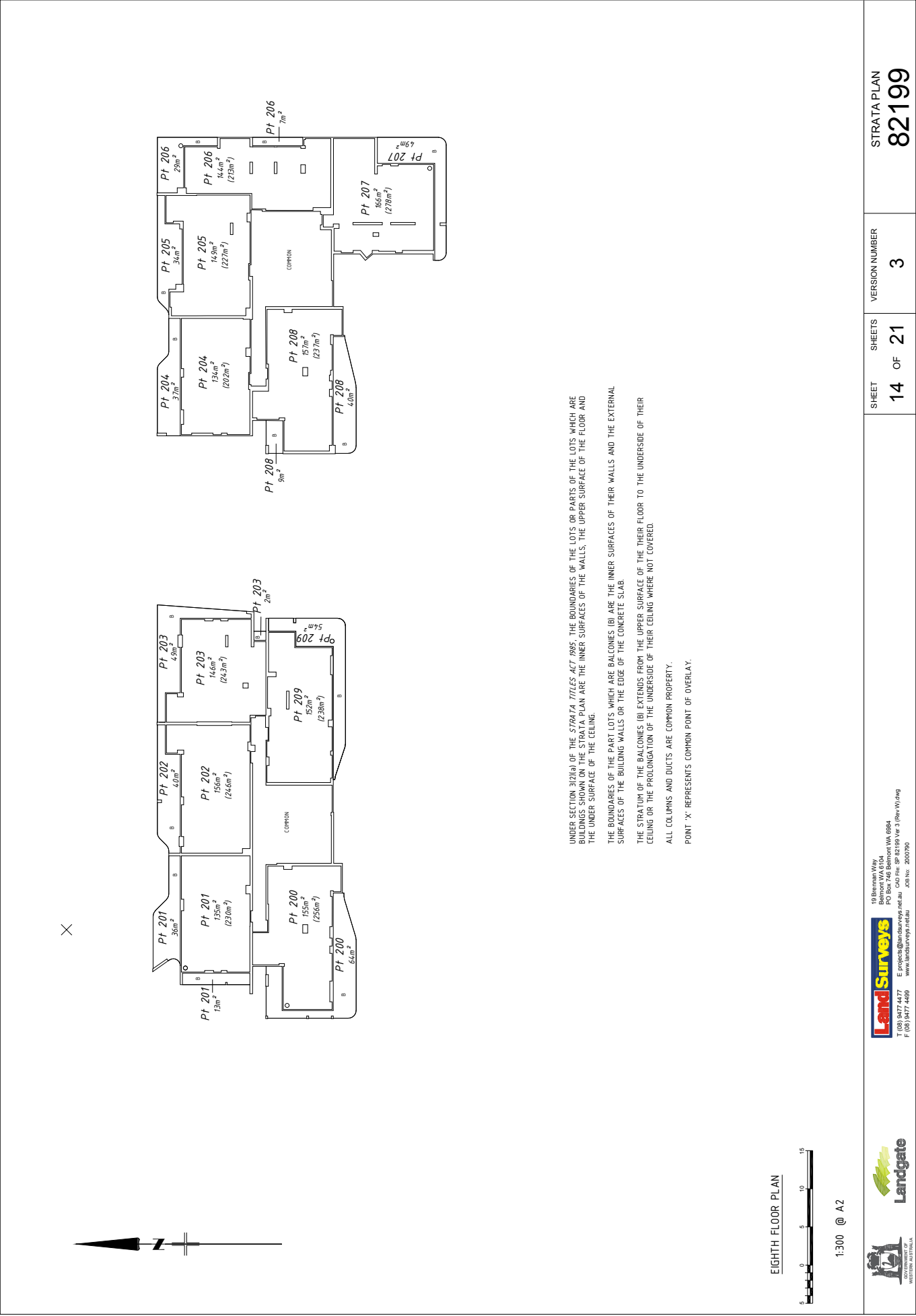


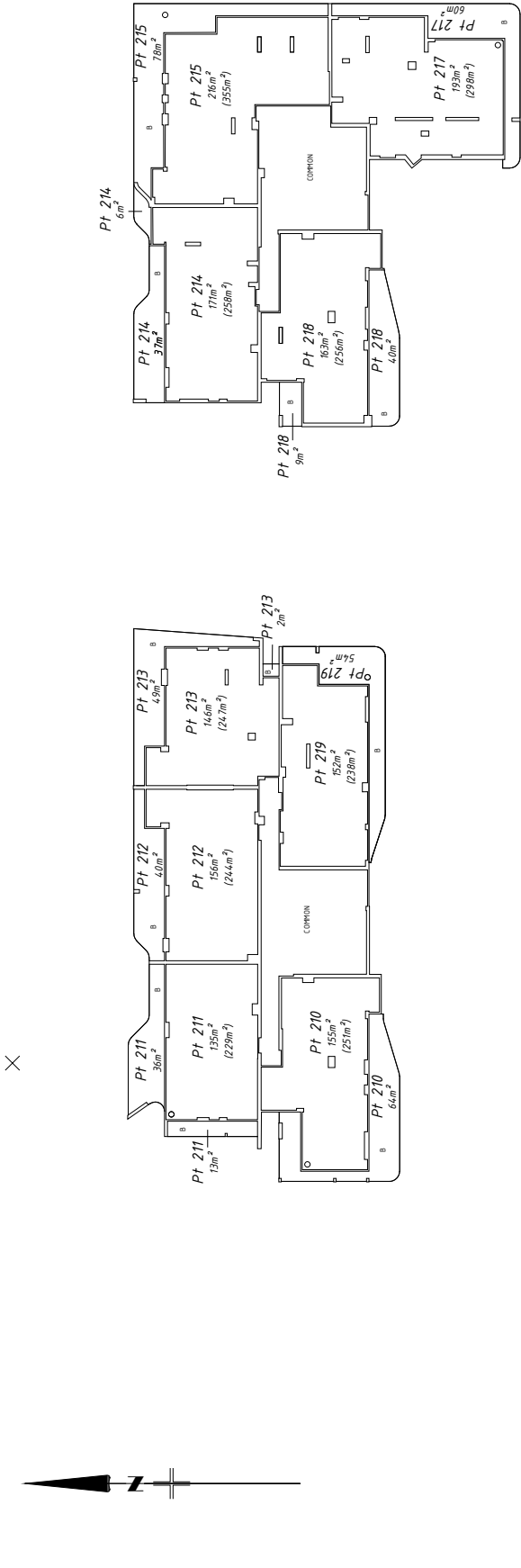
POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

 **Landgate**
GOVERNMENT OF
WESTERN AUSTRALIA

 19 Breman Way
Perth 6000
PO Box 746 Belmont WA 6004
T (08) 9477 4477 E prospects@landsurvey.net.au QAO file: SP 12199 vs 1 (Rev W) dwg
F (08) 9477 4499 www.landsurvey.net.au JOB No. 20070790

SHEET 13 OF 21	SHEETS	VERSION NUMBER 3	STRATA PLAN 82199
-------------------	--------	---------------------	----------------------





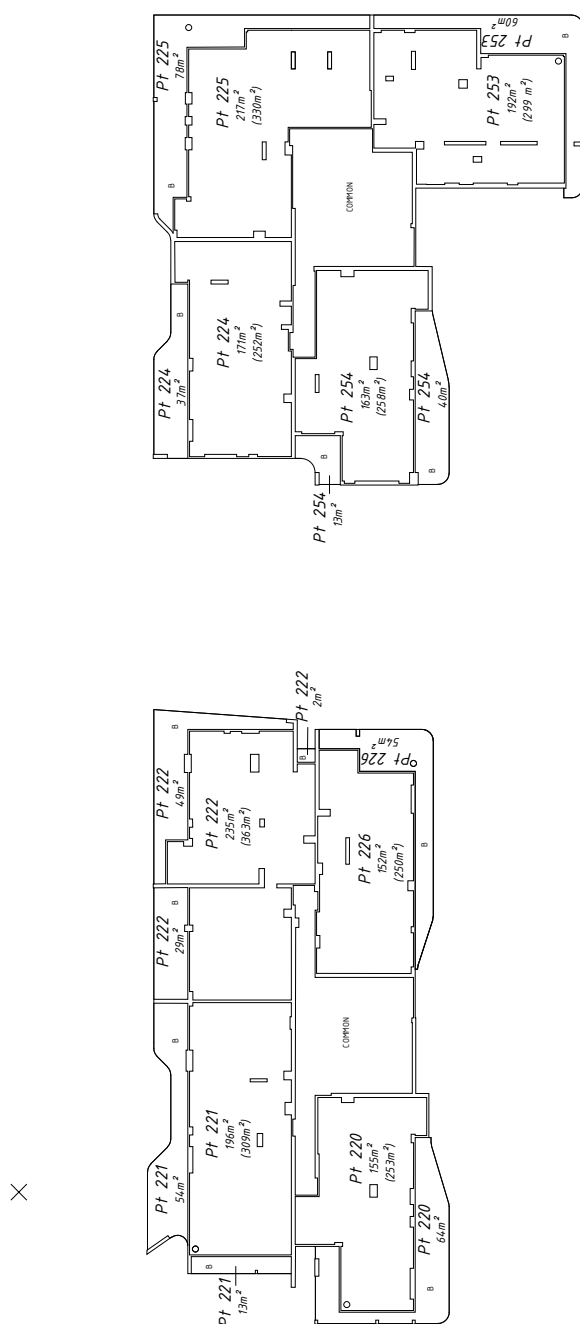
UNDER SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS ON THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.



UNDER SECTION 312(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

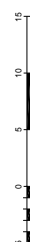
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

TENTH FLOOR PLAN



1:300 @ A2

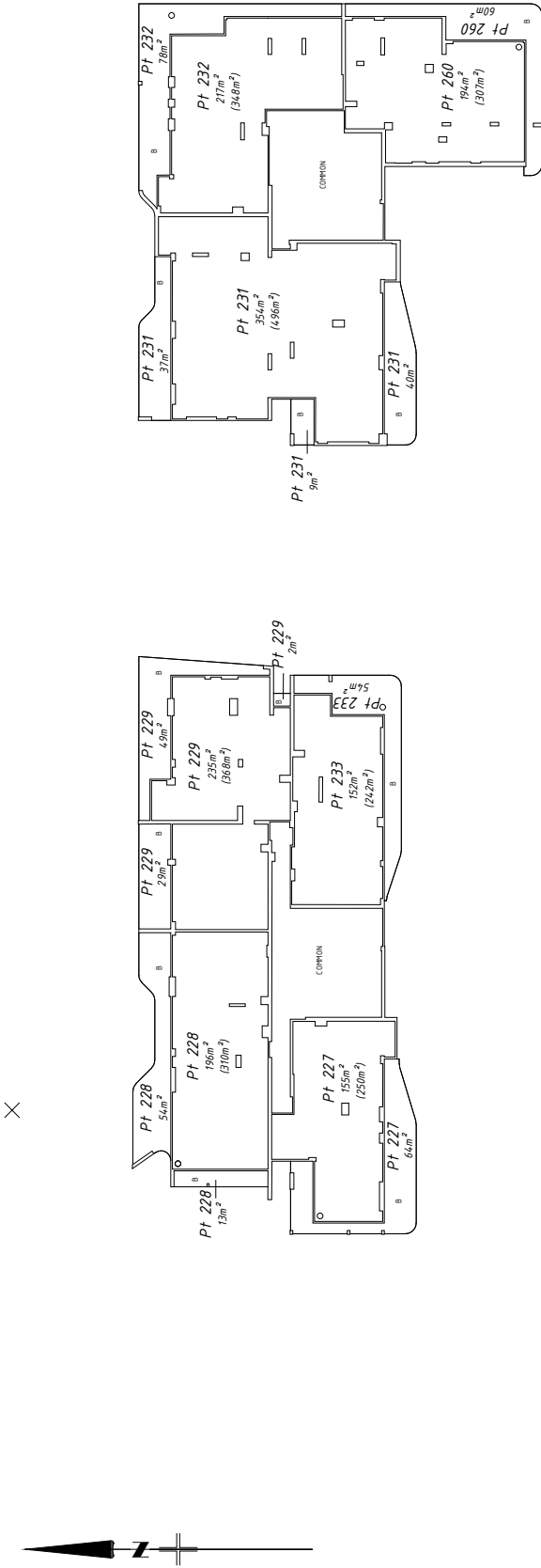


Land Surveys
19 Bremen Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
E projects@landsurveys.net.au
T (08) 9477 4477
F (08) 9477 4499
www.landsurveys.net.au
CAD File: SP-92199 Ver 3 (Rev W) dwg
JOB No: 2000790

STRATA PLAN
82199

3
VERSION NUMBER

SHEET 16 OF 21



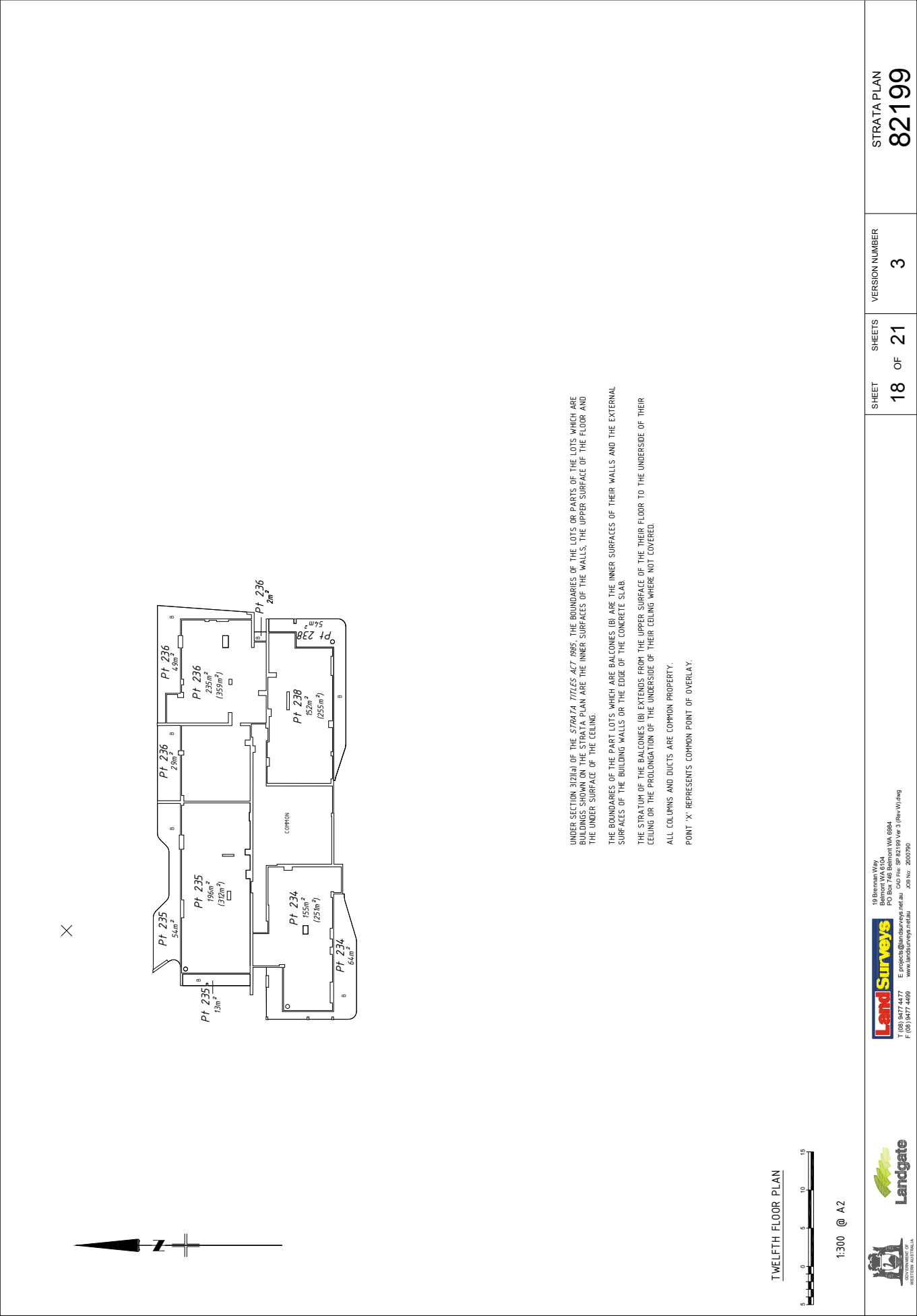
UNDER SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

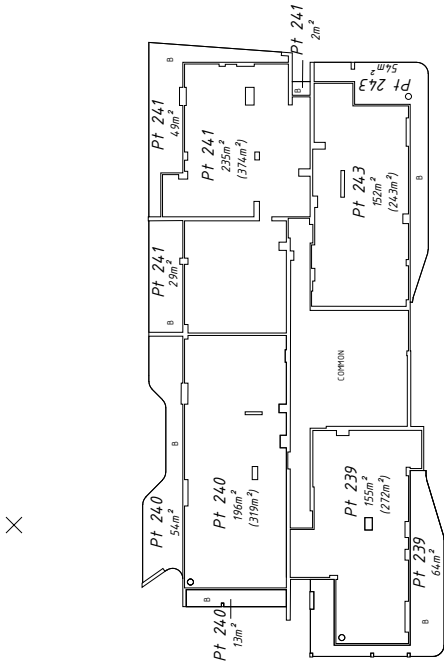
THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS ON THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.





UNDER SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS ON THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

THIRTEENTH FLOOR PLAN



1:300 @ A2

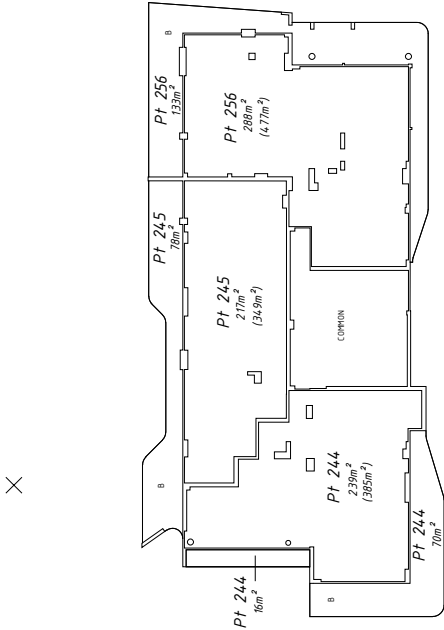


19 Brennan Way
Belmont WA 6104
PO Box 1000 Belmont WA 6104
T (08) 8477 4477 E enquiries@landgate.wa.gov.au CAD File: SP 82199 Ver 2 (Rev V0).dwg
F (08) 8477 4499 www.landgate.wa.gov.au J28 No. 200790

STRATA PLAN
82199

VERSION NUMBER
3

SHEET
19 OF 21



UNDER SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS ON THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.



1:300 @ A2



Land Surveys
19 Brennan Way
Belmont WA 6104
PO Box 1000 Belmont WA 6104
T (08) 9477 4477 E enquiries@landgate.wa.gov.au CAD File: SP 82199 Ver 2 (Rev V0).dwg
F (08) 9477 4499 www.landgate.wa.gov.au JCB No: 200790

STRATA PLAN
82199

VERSION NUMBER
3

SHEET
20 OF 21



POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

Year	Number of cases (thousands)
1980	4.0
1981	4.2
1982	4.4
1983	4.6
1984	4.8
1985	5.0
1986	5.2
1987	5.4
1988	5.6
1989	5.8
1990	6.0
1991	6.2
1992	6.4
1993	6.6
1994	6.8
1995	7.0

1:300 @ A2



Land Surveys
T (800) 947-4477
F (800) 947-4499
E projects@landsurveys.net.au
www.landsurveys.net.au
19 Brennan Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
C/O File: SP 82199 Var 3 (Rev W) dwg
JOB No: 2007790

STRATA PLAN
82199

VERSION NUMBER

SHEET SHEETS

Schedule of Unit Entitlements

Approved form number 2021-47738
Effective for use from 07/07/2021



Legislation

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Unit Entitlement Schedule

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
1	16
2	36
3	32
4	25
5	37
6	23
7	32
9	15
10	15
11	19
12	15
13	15
14	15
15	15
16	23
17	23
18	38
19	36
20	25
21	32
22	16
23	26
24	26
25	16
26	16
27	36
28	32
29	25
30	36
31	23
32	35

Lot Number	Unit Entitlement
86	25
87	33
88	16
89	27
90	27
91	16
92	25
93	25
94	25
95	25
96	25
97	16
98	17
99	38
100	35
101	26
102	38
103	24
104	39
106	17
107	17
108	20
109	17
110	17
111	17
112	17
113	28
114	25
115	17
116	26
117	51

Lot Number	Unit Entitlement
173	51
174	19
175	43
176	43
177	63
180	33
181	28
182	20
183	52
184	50
185	52
186	51
187	52
188	53
189	53
190	58
191	83
192	96
194	53
195	55
196	54
197	55
198	55
199	55
200	58
201	59
202	60
203	59
204	55
205	57
206	56

Lot Number	Unit Entitlement
34	15
35	15
36	19
37	15
38	15
39	15
40	15
41	26
42	24
43	16
44	25
45	24
46	24
47	24
48	77
50	60
52	16
53	26
54	26
55	16
56	24
57	24
58	24
59	16
60	17
61	37
62	34
63	25
64	37
65	24
66	37
68	16
69	16
70	19
71	16
72	17
73	16
74	16
75	27
76	25
77	17
78	25
79	25
80	25
81	25
82	25

Lot Number	Unit Entitlement
119	26
120	26
121	26
122	94
123	26
124	34
125	46
127	49
129	26
130	26
131	26
132	26
133	26
134	17
135	17
136	40
137	63
139	40
140	48
141	61
143	22
144	17
145	17
146	17
147	18
148	30
149	26
150	18
151	50
152	48
153	49
154	50
155	51
156	51
157	51
158	18
159	41
160	41
161	62
164	31
165	27
166	18
167	50
168	48
169	51
170	50

Lot Number	Unit Entitlement
207	59
208	57
209	57
210	60
211	61
212	61
213	61
214	73
215	98
217	83
218	65
219	59
220	63
221	89
222	104
224	76
225	102
226	62
227	67
228	92
229	109
231	154
232	108
233	66
234	69
235	96
236	113
238	69
239	73
240	99
241	116
243	71
244	124
245	121
246	130
247	127
248	49
249	15
250	28
251	28
252	54
253	86
254	68
256	149
257	158
260	90

Scheme Number SP82199
Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
83	25	171	51
84	81	172	51

Sum of all unit entitlements of all lots in the strata titles scheme: 10000

CERTIFICATE OF LICENSED VALUER

I, Brad Dawson, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

27th February 2024
Date



Digitally signed by Brad Dawson
Date: 2024.05.09 17:11:54
+08'00'

Licensed Valuer Signature

Occupancy Permit – Form BA10

Building Act 2011, section 46,47,48,49,51,52,61
Building Regulations 2012, regulation 4

Permit Number	BA24-051
---------------	----------

1. Details of building or structure

Property street address:	1 Airlie Street, Claremont	
Strata plan no:	If provided by the applicant for the purposes of the <i>Strata Titles Act 1985</i>	
Main BCA class of building:	2	
Secondary or Third BCA Class	7a & 6	
Use/s of building	Residential, Commercial Tenancies & Car Park	Each restriction on use (if applicable) None

2. Certificate of construction compliance or certificate of building compliance

Certificate of construction compliance or certificate of building compliance issued by:

Building surveying contractor	Milestone Certifiers Pty Ltd - BSC BSP159 BSC008
Phone	08 9330 7476
Email address	richarda@milestonebc.com.au
Issue Date	8 April 2024

3. Permit details

This occupancy permit is for	☐ Whole of building ☒ Part of building
Permit details	BA21-026, BA21-205, BA21-086 & BA23-183
Permit has been granted under the <i>Building Act 2011</i>	Section: 58
Date of permit validity	☐ Indefinite validity ☒ Valid until (day/month/year): <u>8/07/2024</u>
Permit is issued subject to the following conditions being met	Refer attached CCC and Occupancy excluded area plan relating to incomplete works. These areas are not included in this Occupancy Permit.

This document forms part of approval BA24-051

Issuing officer	Name: Annette Bell	Title: Building Surveyor
	Signature: 	Date: 19 April 2024

Note: Information about or contained in the occupancy permit must be displayed in accordance with regulation 35 of the Building Regulations 2012



LG/WAPC Ref: SA2023.00004

Strata Plan No: SP82199

Strata Titles Act 1985

Section 15 (4)

Certificate Endorsing Strata Plan or Amendment to a Strata Plan by Western Australian Planning Commission

Proposal Description: Strata Plan / Amendment to Strata Plan*

Property Description: High rise mixed use development

Lot (or Strata Plan) No.: Lot 500 on DP419808

Location: 1 Airlie Street, Claremont

Locality:

Local Government: Town of Claremont

Lodged by: No Problems Just Solutions Pty Ltd (Land Surveys)

Date Submitted:

It is hereby certified that the approval of the Western Australian Planning Commission
has been granted pursuant to section 15 (4) of the *Strata Titles Act 1985*.

Signed:

Dated:

8 May 2024

For and on behalf of the Western Australian Planning Commission
and the Town of:

Claremont

(Delegated under section 16 (3)(e) of the *Planning and Development Act 2005*)

* Strike out as required



Notification

Approved form 2017-98207 Reg 3 of the Transfer of Land Regulations 2004

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name Lavan
Address Level 18, 1 William Street
PERTH WA 6000
Issuing box 99A
Phone 9288 6000
Fax 9288 6001
Email claudie.hughes@lavan.com.au
Reference 1165870

Preparer details

Name Kelly Crothers
Phone +61 8 9288 6913
Reference

Notification details

Act Transfer of Land Act 1893
Section 70A

Factor affecting use or enjoyment of land The lots are situated in the vicinity of a transport corridor and are currently affected, or may in future be affected by transport noise.

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
1676-186	Whole	LOT 412 ON DIAGRAM 65779	FEE SIMPLE

Registered proprietor(s)(Land)

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628788241) OF 1 AIRLIE STREET CLAREMONT WA 6010

Authorising party

TOWN OF CLAREMONT (ABN 18530868117) OF 308 STIRLING HIGHWAY CLAREMONT WA 6010

Execution date

22 MARCH 2023

Registered proprietor(s)(Land) execution

Signed for and on behalf of
1 Airlie St Claremont Pty Ltd
ACN 628 788 241

~~by its authorised attorney~~
in accordance with s127 of the
Corporations Act 2001 by

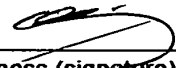
~~pursuant to registered attorney number~~

~~(insert number)~~

~~Signature of Attorney~~ Paul Blackburne
~~Sole director and secretary~~

Authorising party execution

In the presence of:


Witness (signature)

ANTHONY EWING
Name of Witness (print name)

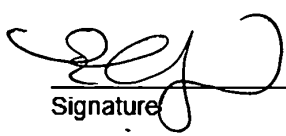
10 ROXBURY RD SUBIACO
Address of Witness (print address)

PROJECT DIRECTOR
Occupation of Witness (print occupation)

THE COMMON SEAL of TOWN OF CLAREMONT ABN 18 530 868 117

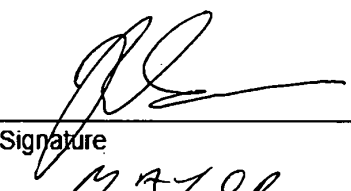
is affixed in accordance with

its articles in the presence of:


Signature

Chief Executive Officer
Office held

Elizabeth Hedger
Print name

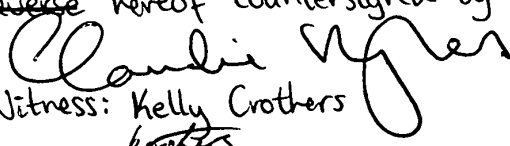
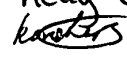

Signature

MAYOR
Office held

JOCK BARBER
Print name

I Claudie Hughes am the Solicitor
for the

I have the authority to make and
have made amendment(s) on the
reverse hereof countersigned by me.


Witness: Kelly Crothers


Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
1	4051/747	Registered	
2	4051/748	Registered	
3	4051/749	Registered	
4	4051/750	Registered	
5	4051/751	Registered	
6	4051/752	Registered	
7	4051/753	Registered	
9	4051/754	Registered	
10	4051/755	Registered	
11	4051/756	Registered	
12	4051/757	Registered	
13	4051/758	Registered	
14	4051/759	Registered	
15	4051/760	Registered	
16	4051/761	Registered	
17	4051/762	Registered	
18	4051/763	Registered	
19	4051/764	Registered	
20	4051/765	Registered	
21	4051/766	Registered	
22	4051/767	Registered	
23	4051/768	Registered	
24	4051/769	Registered	
25	4051/770	Registered	
26	4051/771	Registered	
27	4051/772	Registered	
28	4051/773	Registered	
29	4051/774	Registered	
30	4051/775	Registered	
31	4051/776	Registered	
32	4051/777	Registered	
34	4051/778	Registered	
35	4051/779	Registered	
36	4051/780	Registered	
37	4051/781	Registered	
38	4051/782	Registered	
39	4051/783	Registered	
40	4051/784	Registered	
41	4051/785	Registered	
42	4051/786	Registered	
43	4051/787	Registered	
44	4051/788	Registered	
45	4051/789	Registered	
46	4051/790	Registered	
47	4051/791	Registered	

Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
48	4051/792	Registered	
50	4051/793	Registered	
52	4051/794	Registered	
53	4051/795	Registered	
54	4051/796	Registered	
55	4051/797	Registered	
56	4051/798	Registered	
57	4051/799	Registered	
58	4051/800	Registered	
59	4051/801	Registered	
60	4051/802	Registered	
61	4051/803	Registered	
62	4051/804	Registered	
63	4051/805	Registered	
64	4051/806	Registered	
65	4051/807	Registered	
66	4051/808	Registered	
68	4051/809	Registered	
69	4051/810	Registered	
70	4051/811	Registered	
71	4051/812	Registered	
72	4051/813	Registered	
73	4051/814	Registered	
74	4051/815	Registered	
75	4051/816	Registered	
76	4051/817	Registered	
77	4051/818	Registered	
78	4051/819	Registered	
79	4051/820	Registered	
80	4051/821	Registered	
81	4051/822	Registered	
82	4051/823	Registered	
83	4051/824	Registered	
84	4051/825	Registered	
86	4051/826	Registered	
87	4051/827	Registered	
88	4051/828	Registered	
89	4051/829	Registered	
90	4051/830	Registered	
91	4051/831	Registered	
92	4051/832	Registered	
93	4051/833	Registered	
94	4051/834	Registered	
95	4051/835	Registered	
96	4051/836	Registered	

Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
97	4051/837	Registered	
98	4051/838	Registered	
99	4051/839	Registered	
100	4051/840	Registered	
101	4051/841	Registered	
102	4051/842	Registered	
103	4051/843	Registered	
104	4051/844	Registered	
106	4051/845	Registered	
107	4051/846	Registered	
108	4051/847	Registered	
109	4051/848	Registered	
110	4051/849	Registered	
111	4051/850	Registered	
112	4051/851	Registered	
113	4051/852	Registered	
114	4051/853	Registered	
115	4051/854	Registered	
116	4051/855	Registered	
117	4051/856	Registered	
119	4051/857	Registered	
120	4051/858	Registered	
121	4051/859	Registered	
122	4051/860	Registered	
123	4051/861	Registered	
124	4051/862	Registered	
125	4051/863	Registered	
127	4051/864	Registered	
129	4051/865	Registered	
130	4051/866	Registered	
131	4051/867	Registered	
132	4051/868	Registered	
133	4051/869	Registered	
134	4051/870	Registered	
135	4051/871	Registered	
136	4051/872	Registered	
137	4051/873	Registered	
139	4051/874	Registered	
140	4051/875	Registered	
141	4051/876	Registered	
143	4051/877	Registered	
144	4051/878	Registered	
145	4051/879	Registered	
146	4051/880	Registered	
147	4051/881	Registered	

Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
148	4051/882	Registered	
149	4051/883	Registered	
150	4051/884	Registered	
151	4051/885	Registered	
152	4051/886	Registered	
153	4051/887	Registered	
154	4051/888	Registered	
155	4051/889	Registered	
156	4051/890	Registered	
157	4051/891	Registered	
158	4051/892	Registered	
159	4051/893	Registered	
160	4051/894	Registered	
161	4051/895	Registered	
164	4051/896	Registered	
165	4051/897	Registered	
166	4051/898	Registered	
167	4051/899	Registered	
168	4051/900	Registered	
169	4051/901	Registered	
170	4051/902	Registered	
171	4051/903	Registered	
172	4051/904	Registered	
173	4051/905	Registered	
174	4051/906	Registered	
175	4051/907	Registered	
176	4051/908	Registered	
177	4051/909	Registered	
180	4051/910	Registered	
181	4051/911	Registered	
182	4051/912	Registered	
183	4051/913	Registered	
184	4051/914	Registered	
185	4051/915	Registered	
186	4051/916	Registered	
187	4051/917	Registered	
188	4051/918	Registered	
189	4051/919	Registered	
190	4051/920	Registered	
191	4051/921	Registered	
192	4051/922	Registered	
194	4051/923	Registered	
195	4051/924	Registered	
196	4051/925	Registered	
197	4051/926	Registered	

Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
198	4051/927	Registered	
199	4051/928	Registered	
200	4051/929	Registered	
201	4051/930	Registered	
202	4051/931	Registered	
203	4051/932	Registered	
204	4051/933	Registered	
205	4051/934	Registered	
206	4051/935	Registered	
207	4051/936	Registered	
208	4051/937	Registered	
209	4051/938	Registered	
210	4051/939	Registered	
211	4051/940	Registered	
212	4051/941	Registered	
213	4051/942	Registered	
214	4051/943	Registered	
215	4051/944	Registered	
217	4051/945	Registered	
218	4051/946	Registered	
219	4051/947	Registered	
220	4051/948	Registered	
221	4051/949	Registered	
222	4051/950	Registered	
224	4051/951	Registered	
225	4051/952	Registered	
226	4051/953	Registered	
227	4051/954	Registered	
228	4051/955	Registered	
229	4051/956	Registered	
231	4051/957	Registered	
232	4051/958	Registered	
233	4051/959	Registered	
234	4051/960	Registered	
235	4051/961	Registered	
236	4051/962	Registered	
238	4051/963	Registered	
239	4051/964	Registered	
240	4051/965	Registered	
241	4051/966	Registered	
243	4051/967	Registered	
244	4051/968	Registered	
245	4051/969	Registered	
246	4051/970	Registered	
247	4051/971	Registered	

Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
248	4051/972	Registered	
249	4051/973	Registered	
250	4051/974	Registered	
251	4051/975	Registered	
252	4051/976	Registered	
253	4051/977	Registered	
254	4051/978	Registered	
256	4051/979	Registered	
257	4051/980	Registered	
260	4051/981	Registered	



OFFICE USE ONLY

P968105 SN

26 Apr 2024 14:54:35 Perth



SN

Scheme Notice

Lodged by:⁴ Lavan
Address: Level 18, 1 William Street,
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Email Address: Claudie.Hughes@lavan.com.au
Reference Number: 1165870
Issuing Box Number: 99A

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

Prepared by: Lavan
Address: Level 18, 1 William Street,
PERTH WA 6000
Phone Number: + 61 8 9288 6000
Email Address: Claudie.Hughes@lavan.com.au
Reference Number: 1165870

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 3

Landgate Officer Initial: CH

⁴ Lodging Party Name may differ from Applicant Name.





Execution

Date of Execution: 26 April 2024

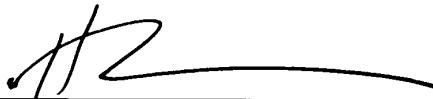
SIGNED by Matthew Edmond Chau:)

as Attorney for)

1 Airlie St Claremont Pty Ltd)

ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McKenna

Address: 22 Flinders Street, YORKINE WA 6060

Occupation: Sales + Developments Admin Manager.



Scheme Notice

Strata Titles Act 1985

Section 29

Scheme Number: **82199**

Certificate of Title Volume/Folio Number:

Lot 550 on Deposited Plan 419808 Volume 4037 Folio 990

Scheme Name:

The Grove Residences

Address for Service of the Strata Company¹:

1/1050 Hay Street, West Perth WA 6005

Email address for Strata Company²:

admin@oakfield.com.au

Is this a Leasehold Scheme?

☐ Yes / ☒ No

Leasehold Scheme Term³:

_____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ An address for service must be an address of a place within Australia – see section 215 of the Act.

² Optional.

³ Not required unless this is a Leasehold Scheme and must be stated in years, months and days.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968105] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:06:10

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32



[SB] Scheme By-laws

Lodged by:¹⁷ Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Email Address: Claudie.Hughes@lavan.com.au

Reference Number: 1165870

Issuing Box Number: 99A

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

Prepared by: Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Email Address: Claudie.Hughes@lavan.com.au

Reference Number: 1165870

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. Exclusive use by-law consent letter

2. Notice

3. letter

4. _____

5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 2

Landgate Officer Initial: 1

¹⁷ Lodging Party Name may differ from Applicant Name.
Version 1

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





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

Common Seal¹³

Date of Execution: N/A

The common seal of¹⁴

N/A

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

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: N/A

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

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

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

Signature

Signature

Full Name

Full Name

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

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

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

¹⁶ Select whichever is applicable.

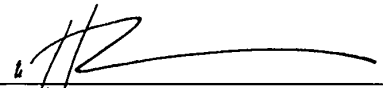


Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: 26-MAR-24
(To be signed by each Applicant)

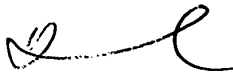
SIGNED by Matthew Edmond Chau:
as Attorney for
1 Airlie St Claremont Pty Ltd
ACN 628 788 241


(Signature of Attorney)

in the presence of:

P/A number: **P724873**

Witness:



Name: Bianca Jane McKenna

Address: 22 Flinders St, Yokine WA 6060

Occupation: Sales Admin

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

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

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

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

Part 5 – By-laws of significance

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

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

By-law number(s)

Staged subdivision by-laws⁶: **Not applicable.**

By-law under planning (scheme by-laws) condition⁷: **Schedule 1 by-laws 122 – 128 (inclusive)**

Exclusive use by-laws⁸: **Schedule 1 by-laws 70 – 92 (inclusive), 106, 107, 113, 114 and 115**
(existing and new)

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

Leasehold by-laws¹⁰: **Not applicable.**

Not applicable.

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

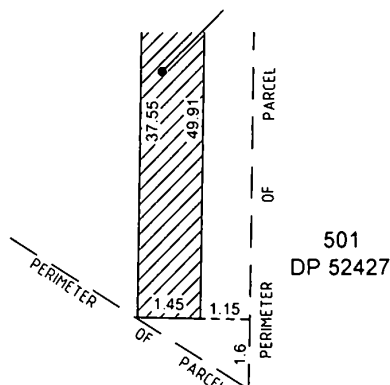
⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

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

SPECIAL USE PLAN ANNEXURE 'C'



EX PT1-247 &
253-260
COMMON AREA



STIRLING
HIGHWAY

ENLARGEMENT 'A'
NOT TO SCALE

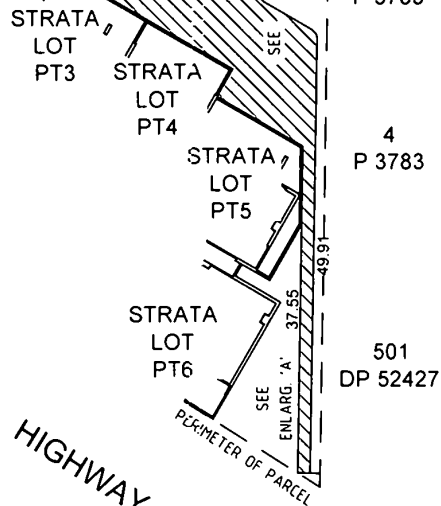
UPPER GROUND FLOOR PLAN

EXCLUSIVE USE AREA IS TO THE INNER
SURFACE OF THE BUILDING/COLUMN WALLS
UNLESS DEFINED BY DIMENSIONS AND THE
UPPER SURFACE OF THE FLOOR TO THE
UNDER SURFACE OF THE CEILING UNLESS
COVERED.

AREA SHOWN THUS IS FOR THE
EXCLUSIVE USE OF LOT 1-247 & 253-260
ON SP 82199

ALL ANGLES ARE MULTIPLES OF 45° UNLESS
STATED OTHERWISE.

STIRLING
HIGHWAY



31
D 35549

10
P 3783

9
P 3783

8
P 3783

7
P 3783

6
P 3783

5
P 3783

4
P 3783

501
DP 52427

Land Surveys

19 Brennan Way T (08) 9477 4477
Belmont WA 6104 E admin@landsurveys.net.au

www.landsurveys.net.au



SURVEYED BY: NK
SURVEYED ON: 20/03/24

DRAWN BY: NN
DRAWN ON: 21/03/24

HOR DATUM:
VERT DATUM:

SPECIAL USE PLAN
FOR LOTS 1-247 & 253-260
ON SP82199

CLIENT:
BLACKBURN PROPERTY GROUP PTY LTD

This document is the property of Land Surveys
NPJ Pty Ltd. The document may only be used for the purpose for
which it was commissioned and in accordance with the terms of
engagement for the commission. Unauthorised use of this
document in any way is prohibited.

JOB No	PLAN	DRG	REV	SHEET
2000790 - EX	- 011	- B		1 OF 2

C:\12dS\data\12dSynergyServe\2000790-1 Airle St Claremont-Claremont_467\Drafting\3.11 LDV\Final\3. Exclusive Use\2000790-EX-011-B-(Annex B).dwg

LS F 216



Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Annexure C to By-laws (Exclusive Use Sketch – Upper Ground Floor Recreational Area)

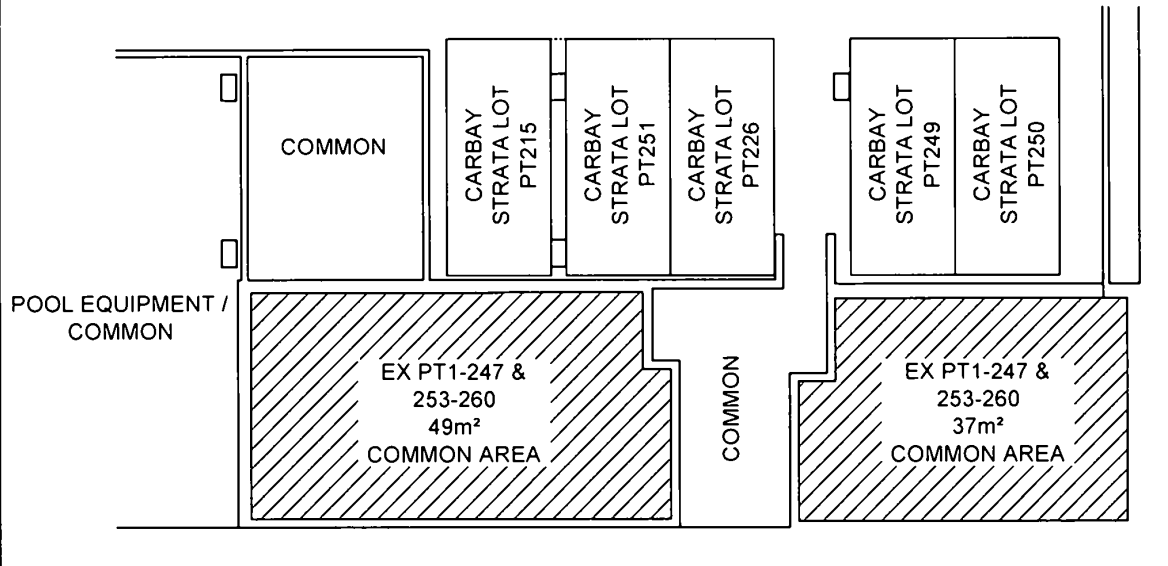
Version 1

Page 48 of 55

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

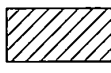


SPECIAL USE PLAN ANNEXURE 'B'



LOWER GROUND FLOOR PLAN

EXCLUSIVE USE AREA IS TO THE INNER SURFACE OF THE BUILDING/COLUMN WALLS UNLESS DEFINED BY DIMENSIONS AND THE UPPER SURFACE OF THE FLOOR TO THE UNDER SURFACE OF THE CEILING UNLESS COVERED.

 AREA SHOWN THUS IS FOR THE EXCLUSIVE USE OF LOT 1-247 & 253-260 ON SP 82199

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.

Land Surveys

19 Brennan Way T (08) 9477 4477
Belmont WA 6104 E admin@landsurveys.net.au

www.landsurveys.net.au

SCALE @ A4 1:150



SURVEYED BY: NK
SURVEYED ON: 20/03/24

DRAWN BY: NN
DRAWN ON: 21/03/24

HOR DATUM:
VERT DATUM:

SPECIAL USE PLAN
FOR LOTS 1-247 & 253-260
ON SP82199

CLIENT:
BLACKBURNE PROPERTY GROUP PTY LTD

This document is & shall remain the property of Land Surveys & PLS Pty Ltd. The document may only be used for the purposes for which it was commissioned & in accordance with the terms of engagement for the commission. Unauthorised use of this document in any way is prohibited.

JOB No	PLAN	DRG	REV	SHEET
2000790 - EX	- 012	- B		1 OF 1

C:\12dS\data\12dSynergyServe\2000790-1 Airie St Claremont-Claremont_467\Drafting\3.11 LDV\Final\3. Exclusive Use\2000790-EX-012-B-(Annex C).dwg

LS F 216



Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Annexure B to By-laws (Exclusive Use Sketch – Lower Ground Floor Recreational Area)

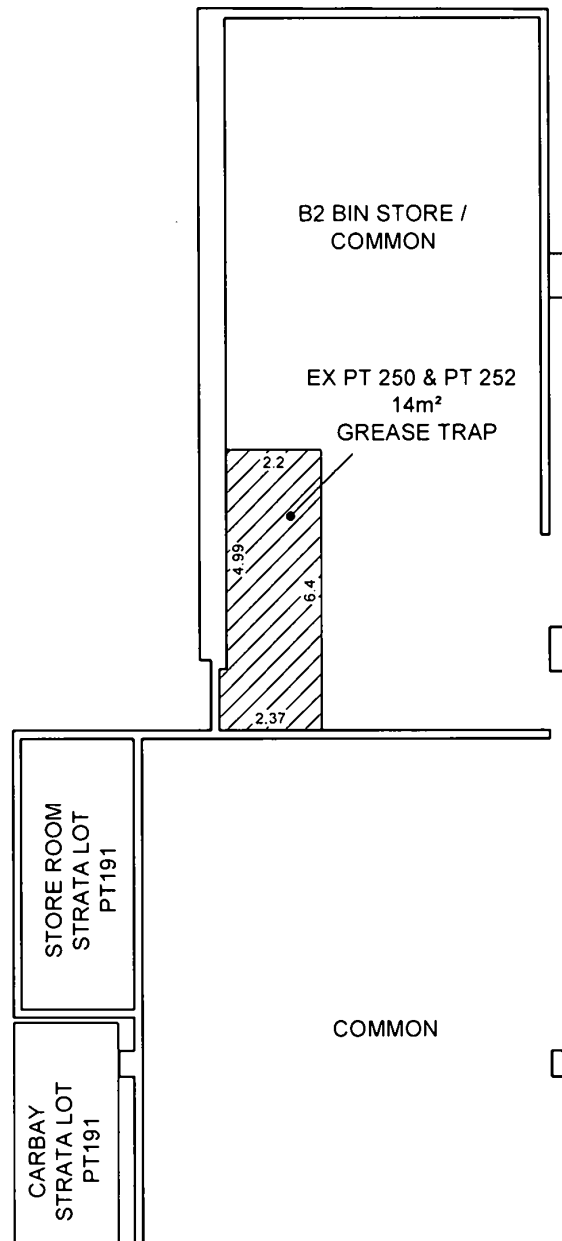
Version 1

Page 46 of 55

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



SPECIAL USE PLAN ANNEXURE 'A'



EXCLUSIVE USE AREA EXTENDS 2m BELOW THE FINISH GROUND LEVEL SURFACE. THE INTENT OF THIS PLAN IS TO COMPLETELY ENCAPSULATE THE GREASE TRAP WITHIN THE SPECIAL USE AREA. Refer to sheet 2 for Grease Trap model details

AREA SHOWN THUS IS FOR THE EXCLUSIVE USE OF LOTS 250 & 252 ON SP 82199

LOWER GROUND FLOOR PLAN

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.

 19 Brennan Way Belmont WA 6104 T (08) 9477 4477 E admin@landsurveys.net.au www.landsurveys.net.au	SURVEYED BY: NK SURVEYED ON: 26/02/24	SPECIAL USE PLAN FOR LOTS 250 & 252 ON SP82199													
	DRAWN BY: NN DRAWN ON: 26/02/24														
	HOR DATUM: VERT DATUM:	CLIENT: BLACKBURNE PROPERTY GROUP PTY LTD													
SCALE @ A4 1:150 	The document is & shall remain the property of Land Surveys NPJIS Pty Ltd. The document may only be used for the purpose for which it was commissioned & in accordance with the terms of engagement for the commission. Unauthorised use of this document in any way is prohibited. <table><tr><td>JOB No</td><td>PLAN</td><td>DRG</td><td>REV</td><td>SHEET</td></tr><tr><td>2000790 - EX</td><td>- 001</td><td>- D</td><td></td><td>1 OF 1</td></tr></table>					JOB No	PLAN	DRG	REV	SHEET	2000790 - EX	- 001	- D		1 OF 1
JOB No	PLAN	DRG	REV	SHEET											
2000790 - EX	- 001	- D		1 OF 1											

C:\12dS\data\12dSynergyServe\2000790-1 Airlie St Claremont-Claremont_467\Drafting\3.11 LDV\Final\3. Exclusive Use\2000790-EX-001-D-(Annex A).dwg

LS F 216



Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Annexure A to By-laws (Exclusive Use Sketch – Grease Trap Area)

Version 1

Page 44 of 55

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

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

Strata Manager means the person contracted to provide the services of a professional strata manager pursuant to By-Law 123.

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

Sundry Items means all fixtures and fittings installed in:

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

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

Town means Town of Claremont.

Upper Ground Floor Recreational Area means the area shown on the exclusive use plan in Annexure C comprising the Pool Area, gym, yoga room, spa, sauna, steam room, private dining and lounge, media room, BBQ's, entertaining areas, residents garden and residents lounge.

User means every Authorised User and any other person in or about the Communal Recreational Area.

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

Utility Infrastructure means the renewable energy infrastructure that services the Strata Scheme incorporating (but not limited to) the supply by the Utility Provider of electricity generated by a green electricity system, battery storage and geothermal power infrastructure, the purchase of electricity supplies from a retailer by the Utility Provider and the on-sale of electricity by the Utility Provider and includes all components of such network, including without limitation, PV Systems, conduits, wiring switches, inverters, meters and associated equipment.

Utility Provider means the company or other entity which is a party to the Network Agreement with the Strata Company and is responsible for the Utility Infrastructure and its operation and the supply of electricity and/or other utilities to the Strata Company and/or Owners and Occupiers directly or via the Strata Company using the Utility Infrastructure, which at the date of registration of these By-laws will be Winconnect Pty Ltd ACN 112 175 710 trading as WINenergy.

Visitor Car Bays means the car bays on Common Property designated by the Strata Company as visitor car bays or visitor motorcycle bays.

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

Works means any:

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

Interpretation

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

- a reference to a By-law in the Schedule 1 Governance By-laws is a reference to a Schedule 1 Governance By-law unless specifically provided otherwise.
- a reference to a By-law in the Schedule 2 Conduct By-laws is a reference to a Schedule 2 Conduct By-law unless specifically provided otherwise.
- headings are inserted for guidance only and do not govern the meaning or construction of any provision of these By-laws.

Network Agreement means a long term agreement entered into between the Strata Company and the Utility Provider relating to (among other things) the ownership and operation of the Utility Infrastructure by the Utility Provider.

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

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

Original Owner means 1 Airlie St Claremont Pty Ltd ACN 628 788 241.

Owner means a registered proprietor of a Lot.

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

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

Pool Area means an area enclosed by a pool fence containing a swimming pool.

Private Dining Rooms means the private dining rooms located on the upper ground floor and on Level 16.

Prohibited Purpose means the use of a Commercial Lot which includes the provision of the following services:

- tattooing;
- body piercing;
- sale, hire or commercial viewing of adult or restricted materials, publications, videos or goods;
- prostitution; or
- any other use generally considered morally offensive to a substantial portion of the public.

Regulations mean the regulations to the Act.

Residential Guest means an invitee of a Residential Owner or Occupier.

Residential Lot means a lot in the Strata Scheme that is not a Commercial Lot, being Lots 1-247 (inclusive) and Lots 253-260 (inclusive).

Residential Owner or Occupier means:

- the Owner of a Residential Lot or
- the Occupier of a Residential Lot.

Rooftop Common Area means all of level 16 and includes the Cocktail Lounge, rooftop lounge and rooftop private dining and terrace.

Rooftop Exclusive Use Owner means Lots 48, 50, 84, 117, 122, 125, 127, 137, 141, 152 - 156, 161, 168 - 172, 177, 184 - 188, 190 - 192, 194 - 215, 217 - 222, 224 - 229, 231 - 236, 238 - 241, 243 - 246, 247, 253 - 256, 257 and 260.

Services means the electricity, gas, water, sewerage, telephone, telecommunications and any other services provided or available to Lots or the Common Property.

Signage means any sign, advertisement, placard, banner or pamphlet.

Small Dog means any breed of dog which:

- at its full-grown size does not exceed 15kgs; and
- is not an Excluded Dog.

Strata Company means the strata company of the Strata Scheme.

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

- the Rooftop Common Area.

Communal Recreational Area Rules means the rules under Schedule 2, By-law 137 and all other rules, from time to time that apply.

Community Benefit Items means the community benefit items listed in the development approval given relating to the development of the Strata Scheme and any subsequent amendments to the applicable planning approvals, which include the following areas on the Common Property:

- public toy library located on the upper ground floor of the Building;
- the public park located in the centre of the Development; and
- 74 public car parking bays located on the lower ground floor of the Building.

Council means the council of the Strata Company.

Dispute Notice means a written notice containing the following information:

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

Energy means any energy which is generated by the Utility Infrastructure under the Network Agreement including, without limitation, geothermal energy, if any.

EV Charging Stations means the electric vehicle charging station[s] located in the public car park.

Excluded Dog means a German Shepherd, Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 or any other breed or category of dog specified from time to time by the Strata Company, including any specific dog based on its personal characteristics and the impact that the particular dog has on other Owners or Occupiers, as specified from time to time by the Strata Company (which may be determined on a case by case basis without it setting any precedent for any previous or future determinations by the Strata Company).

Facilities means the following:

- air conditioning (cooling and heating) plant and equipment;
- lighting and electrical systems;
- fire sprinklers and other fire safety prevention equipment;
- car parking equipment;
- security equipment;
- telecommunication equipment;
- water, plumbing and sewerage systems;
- where applicable, other items of common property; and
- refuse disposal systems.

Grease Trap Lots means lots 250 and 252.

Guest means a Residential Guest.

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

Key means any key or access device required to enable access to restricted areas of the Strata Scheme.

Law means any statute, regulation, rule, proclamation, ordinance, by-law or code.

Lot means a Lot in the Strata Scheme.

Lower Ground Floor Recreational Area means the areas shown on the exclusive use plan in Annexure B comprising the golf simulator room and residents shed.

Definitions

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

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

Aged Care Services Lot means Lot 249.

Authority means every governmental, statutory or other semi or quasi-governmental body with decision making powers over the Strata Scheme under any written law.

Authorised User means:

- an Owner or Occupier aged 16 years and older;
- a Child of an Owner or Occupier and a Child of a Guest, if accompanied by an Owner or Occupier that is not a Child;
- a Residential Guest, but if that Guest is accompanied by an Owner or Occupier aged 16 years or older; and
- a Residential Owner or Occupier under the age of 16 years when accompanied by an Owner or Occupier over the age of 16 years.

Building means any building in which a Lot is located.

Building Manager means the building manager appointed by the Council.

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

Business Hours means:

- Lot 248: 7am to 9pm;
- Lots 250: 6am to 10pm;
- Lot 252: 6am to 12am; and
- Lots 249 and 251: 7am to 8pm.

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

Cocktail Lounge means the cocktail lounge located on level 16.

Child means a person under the age of 18 years.

Commercial Lot means one or more of lots: 248, the Aged Care Services Lot, 250, 251 and 252.

Commercial Owner or Occupier means:

- the Owner of a Commercial Lot; or
- the Occupier of a Commercial Lot.

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

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

Communal Recreational Area means that part of the parcel comprising the entertaining areas, and where the context requires, includes the fixtures, fittings, plant and equipment located in those areas, which may include:

- the Upper Ground Floor Recreational Area;;
- the Lower Ground Floor Recreational Area; and

Version 1

Page 39 of 55

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



- 177 The permitted trading hours of the Commercial Lots are those permitted by law and Owners will not seek to limit, or otherwise make any Objection in relation to, the trading hours of the Commercial Lots or in relation to the lawful use of the Commercial Lots.
- 178 Any change to the permitted trading hours referred to in By-law 177 can only be made if approved by a resolution without dissent.
- 179 Owners must not seek to limit, or otherwise make any Objection in relation to, the reasonable operation of any business that is lawfully being conducted from the Commercial Lots.

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

Specific By-laws for the Commercial Lots

- 167 The Commercial Lots may be used:
- 167.1 for any purpose permitted by law;
 - 167.2 but not for a Prohibited Purpose.
- 168 The Owner of a Commercial Lot will not commence trade or open for business until it has received all relevant approvals to do so from all relevant Authorities.
- 169 The Owner of a Commercial Lot will conduct any business conducted from its Commercial Lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the Strata Scheme and in accordance with all the applicable laws.
- 170 The Owner of a Commercial Lot will take all reasonable care to ensure that the conduct of any business conducted from its Commercial Lot does not unreasonably impact on the peaceful enjoyment of other Owners.
- 171 The Owner of a Commercial Lot will not install any electrical equipment which will overload the cables, switchboards or other equipment that supplies electricity to the Strata Scheme.
- 172 The Owner of a Commercial Lot will keep the interior of its Commercial Lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during the permitted trading hours for its Commercial Lot.
- 173 The Owner of a Commercial Lot will arrange and maintain insurance on usual terms with an insurer authorised under the *Insurance Act 1973* (WA) (and will ensure the Strata Company is noted on such policy of insurance) against each of the following:
- 173.1 public liability insurance in respect of its Commercial Lot for at least \$20,000,000 or any higher amount reasonably required by the Strata Company;
 - 173.2 damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels and all other things that are on or in its Commercial Lot; and
 - 173.3 employer's liability in respect of all employees (including workers' compensation insurance).
- 174 The Owner of a Commercial Lot will maintain the insurance referred to in By-law 173 at all times during which it conducts business from its Commercial Lot and must provide a copy of the policy of insurance to the Strata Company on request.
- 175 Subject to By-law 176, the Owner of a Commercial Lot will not display on the Common Property any:
- 175.1 goods;
 - 175.2 materials;
 - 175.3 equipment; or
 - 175.4 items,
- associated with the use of, or business carried out on, its Commercial Lot without the prior written consent of the Council.
- 176 The consent referred to in By-law 175 is subject to the condition that the Owner will first effect a policy or policies of public liability insurance in respect of the loss or damage of such:
- 176.1 goods;
 - 176.2 materials;
 - 176.3 equipment; and
 - 176.4 the death, or any injury to persons,
- connected with such goods, materials and equipment or use of the Common Property.

- 158.2 on termination of the Network Agreement, the Utility Provider may (but is under no obligation to) disconnect and remove the Utility Infrastructure;
- 158.3 on termination of the Network Agreement, the Strata Company may be obliged to purchase the Utility Infrastructure from the Utility Provider;
- 158.4 all internal wiring, switches and plugs that service a Lot are the responsibility of the respective proprietor, or if they are on Common Property, the Strata Company; and
- 158.5 save as may be otherwise provided in these By-laws or the Network Agreement, the Utility Infrastructure does not form part of the Common Property and is not a Strata Company Asset or responsibility.

Utility Provider

- 159 Each Owner and Occupier of a Lot must enter into separate supply and billing arrangements with the Utility Provider to receive a supply of Energy, subject to the Utility Provider being able to provide such supply. Such Owner or Occupier, as the case may be, (**Consumer**) must comply with any reasonable conditions of supply imposed by the Utility Provider concerning the supply of Energy to the Lot.
- 160 Pursuant to the Utility Provider's arrangements with a Consumer, the Utility Provider will (or will procure a third party to) read the power meters and forward details of the Energy consumed by each Lot to the relevant Consumer and will (or will procure a third party to) regularly invoice that Consumer for the Energy used by that Lot.
- 161 A Consumer acknowledges that if a Consumer fails to pay any charge invoiced by the Utility Provider at the time and in the manner required by it, the Utility Provider may, among other things, discontinue the supply of Energy to the Consumer pending payment of all monies due by it.
- 162 A Consumer acknowledges and agrees that:
 - 162.1 the ability of the Utility Provider to supply Energy to a Lot;
 - 162.2 whether all or part of any Energy supplied to a Lot is derived from the Utility Infrastructure; and
 - 162.3 the charges payable for the supply of Energy to a Lot,are each dictated by the Energy supply available to the Utility Provider.
- 163 The Strata Company will not be liable to the Consumer if for any reason:
 - 163.1 the Utility Provider is unable to supply a Lot with Energy; or
 - 163.2 there is any disruption in the supply of Energy to a Lot.
- 164 Except in the case of an emergency when no prior notice will be required, on receipt of reasonable prior written notice an Owner must allow or provide to the Strata Company, the Utility Provider and their respective agents, representatives and contractors access to a Lot to facilitate the provision of Energy to the Strata Scheme or any part thereof and the maintenance of the Utility Infrastructure.
- 165 The Owners and Occupiers acknowledge that it is the intention of by-laws 154 to 164 inclusive to enable the provision of electrical power to the Strata Scheme in a manner that may:
 - 165.1 complement the environmental and sustainability aims of the Strata Scheme;
 - 165.2 result in electrical charges to the Strata Company and Consumers that are less than retail electricity rates; and
 - 165.3 the Owners and Occupiers must obtain the supply of electricity or other energy from the Utility Provider in order for it to be viable for the Utility Provider to install and operate the Utility Infrastructure and therefore obtain the benefits referred to in By-laws 165.1 and 165.2.
- 166 The Owners and Occupiers acknowledge and agree that, to the extent that any geothermal energy is provided as part of the Network Agreement, the basis upon which the geothermal energy will be charged is directly correlated to the cost of the electricity that would be required to generate the amount of geothermal energy that has been sold.

Version 1

Page 36 of 55

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

Notices

- 150 A document required or authorised by the Act or the By-laws to be served by the Strata Company may be served in any manner authorised under the Act and the *Electronic Transactions Act 2003* (WA) and without limiting the generality of the foregoing may be served by electronic means including e-mail.

Screens

- 151 Lots 30, 64, 102 and 139 and any other Residential Lots required by the Development Approval, will be screened to comply with Residential Design Codes Volume 2 – Apartments AO 3.5.1 and the Owner must not change or alter these screens.

Bicycles, skateboards, etc

- 152 An Owner, Occupier or Guest must not:
- 152.1 permit any bicycle, scooter or motorcycle to be stored in the Common Property other than in the places (if any) determined by the Strata Company;
 - 152.2 permit any bicycle or motorcycle to be brought into any part of the Common Property other than those areas (if any) as may be designated by the Strata Company from time to time; and
 - 152.3 use any skateboard, roller blades or other like equipment on any part of the Common Property.

Employment of a Building Manager / Concierge

- 153 The Strata Company will at all times employ the services of a building manager and/or concierge for the purposes of assisting with the overall presentation, cleaning and maintenance of the Common Property. The role of building manager / concierge is envisaged to be an on-site position and the Council must prepare a statement of duties and is authorised to enter into all necessary agreements to ensure the smooth running of the Strata Scheme.

Utility Arrangements

- 154 The Original Owner on behalf of the Strata Company or the Strata Company may enter into the Network Agreement to secure the provision of Energy and Utility Infrastructure to the Strata Scheme by the Utility Provider.
- 155 The Original Owner or the Strata Company will endeavour to ensure that the Utility Provider must, where reasonably possible, deliver a supply of Energy to the Strata Scheme from the Utility Infrastructure or other renewable sources such as PV Systems and/or by purchasing electricity from wholesale electrical suppliers.
- 156 The Strata Company must grant the Utility Provider a licence to:
- 156.1 install the Utility Infrastructure on Common Property; and
 - 156.2 access those parts of Common Property necessary to operate and maintain any infrastructure relating to the Utility Infrastructure.
- 157 Pursuant to the Network Agreement, the Strata Company may agree to purchase all its Energy needs for the Common Property from the Utility Provider and pay all charges imposed by the Utility Provider for such supply and consumption.
- 158 The Owners and the Strata Company acknowledge and agree that:
- 158.1 despite any affixation or other attachment, the Utility Infrastructure is the property of and belongs to the Utility Provider and will at all times remain the property of the Utility Provider and will not vest in the Strata Company or other person or entity (whether legally, beneficially or otherwise);

Rules

- 138 The Strata Company may, from time to time, make, withdraw or amend rules on any matter regarding these By-laws.
- 139 Without limiting By-law 138 but subject to By-law 140, the Strata Company may make, withdraw or amend rules relating to any of the following:
- 139.1 use of the Common Property, including, entry onto the roof of the building to access any exclusive use area and hours of access for all Communal Recreational Areas (including imposing maximum numbers of Users which can utilise part of the Communal Recreation Area(s), at any given time);
 - 139.2 management of bookings for the Communal Recreational Areas;
 - 139.3 the affixing of external aerials;
 - 139.4 control of the vehicle access ways;
 - 139.5 car parking;
 - 139.6 use of the EV Charging Stations and associated charges;
 - 139.7 security;
 - 139.8 use of lifts, stairs and passageways;
 - 139.9 rubbish collection;
 - 139.10 charges relating to any security system and security keys; or
 - 139.11 Window Treatments.
- 140 Any rules made, withdrawn or amended under By-law 139 will not conflict with these By-laws and these By-laws will prevail over any of these rules to the extent of any inconsistency.

Dispute resolution

- 141 Should a dispute arise in relation to the operation of these By-laws, an Owner and the Strata Company will follow the procedures set out in By-laws 142 – 148 to resolve the dispute.
- 142 A party asserting a dispute will give to the other party a Dispute Notice.
- 143 The party receiving the Dispute Notice will respond in writing within 5 Business Days of receiving the Dispute Notice.
- 144 If the dispute is not resolved by the exchange of notices, then the parties will confer in the presence of an Independent Person and attempt to resolve the dispute.
- 145 The conference with the Independent Person will be held within 10 Business Days (or at a later time to meet the convenience of the Independent Person) from the date a notice convening the conference being sent by 1 of the parties.
- 146 Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- 147 During the dispute resolution process, the parties will continue to perform their existing obligations under the terms of the By-laws.
- 148 The Independent Person will determine which party or parties pay the costs of and incidental to the resolution of the dispute.
- 149 For the avoidance of doubt, an Owner or the Strata Company may elect not to comply with By-laws 141 to 148 and instead make an application to the State Administrative Tribunal in accordance with the Act to resolve a dispute in relation to the operation of these By-laws.

Version 1

Page 34 of 55

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

- 135.5 spit, urinate or defecate in the Communal Recreational Areas;
- 135.6 use soap, detergent or any other substance that may foul or pollute any part of the Communal Recreational Areas;
- 135.7 climb up or onto any fence, partition, roof or raised object in the Communal Recreational Areas other than one expressly intended for that purpose;
- 135.8 enter or remain in the Communal Recreational Areas unless properly attired;
- 135.9 eat or take into the Communal Recreational Areas any food, drink or glass container (not including the BBQ areas);
- 135.10 permit any pet to enter the Communal Recreational Areas;
- 135.11 improperly use, damage or remove any furniture, fittings, equipment or chattels located in the Communal Recreational Areas;
- 135.12 tamper with any equipment in the Communal Recreational Areas; or
- 135.13 contravene any rules, including the Communal Recreational Area Rules, made by the Strata Company with respect to the areas.
- 136 The Building Manager or the Strata Manager:
 - 136.1 may give directions and instructions to Users, with which Users must comply;
 - 136.2 may close the Communal Recreational Areas, or part of it, at particular hours of the day or for particular periods of time;
 - 136.3 may require a User to immediately leave the Communal Recreational Areas and the User must comply with that requirement;
 - 136.4 may prohibit any User from entering and remaining upon Communal Recreational Areas where:
 - (a) the User has not complied with the Communal Recreational Area Rules or the directions or requirements of the Council;
 - (b) it is necessary for the safety and well-being of other Users to do so;
 - (c) it is necessary to do so to clean, repair, maintain or upgrade the Communal Recreational Areas; and
 - (d) must use all reasonable endeavours to ensure compliance by Users with the Communal Recreational Area Rules.
- 137 The Strata Company may make rules to facilitate and permit the hire and booking of specific areas of the Communal Recreational Area(s) by:
 - 137.1 imposing a fee in relation to such bookings;
 - 137.2 imposing a deposit or similar security as a cleaning/damage bond;
 - 137.3 requiring a certain period of notice be provided by an Owner;
 - 137.4 restricting other Users from accessing any Communal Recreational Areas that are booked in accordance with this By-law;
 - 137.5 imposing a maximum number of Authorised Users and Guests to utilise the booked Communal Recreational Area at any time; and
 - 137.6 imposing any additional rules deemed necessary to ensure the booked Communal Recreational Areas are used in a safe and secure manner.

Communal Recreational Areas

- 128 Only Authorised Users and representatives of the Strata Company may enter, use and remain upon the Communal Recreational Area.
- 129 Subject to By-law 130, no more than 4 (four) Guests may enter, use and remain in the Communal Recreational Area at any time.
- 130 In respect of those Lots with access to the Private Dining Rooms and the Cocktail Lounge, no more than 8 (eight) Guests may enter, use and remain in those areas, at any time.
- 131 Every Owner or Occupier agrees to comply with, and procure each Authorised User to comply with, the Communal Recreational Area Rules.
- 132 Every Owner or Occupier agrees to, and procures each Authorised User to, not cause another Authorised User to breach the Communal Recreational Area Rules.
- 133 A breach of the Communal Recreational Area Rules by an Authorised User constitutes a breach of the Communal Recreational Area Rules by the Owner or Occupier who has permitted the Authorised User into the Strata Scheme.
- 134 To the fullest extent permitted by law every User:
- 134.1 acknowledges and agrees that whilst in or around the Communal Recreational Areas, the User does so entirely at the User's own risk;
 - 134.2 acknowledges and agrees that the Strata Company and the Owners of every Lot, including the Original Owner, are not liable for any loss, accident, injury or death that the User or any other person may suffer or sustain, including to property;
 - 134.3 releases the Strata Company and the Owners of the Lots, including the Original Owner, from all liability for any loss, accident, injury or death that the User may suffer or sustain; and
 - 134.4 indemnifies the Strata Company, its agents and employees and the Owners of the Lots, including the Original Owner, against all loss arising directly or indirectly from:
 - (a) any breach of the Communal Recreational Area Rules, including any breach by a Child for which the User is responsible or has the care of;
 - (b) any breach of the Communal Recreational Area Rules by a Guest of the User;
 - (c) any loss, accident, injury or death that the User or any Guest of that User or any Child for which the User is responsible or has the care of may suffer or sustain; and
 - (d) any use or misuse of the Communal Recreational Areas.
- 135 Every User must comply with the By-laws that apply to the Communal Recreational Areas and also must not:
- 135.1 use any part of the Communal Recreational Areas to the exclusion of other Users, subject to By-law 137;
 - 135.2 use any part of the Communal Recreational Areas for a commercial enterprise;
 - 135.3 enter or remain in the Communal Recreational Areas if under the influence of drugs or alcohol;
 - 135.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner either generally or in respect of any User;

Version 1

Page 32 of 55

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

- 119.3 will be recorded in a log book by the Strata Company.
- 120 An Owner making a request for footage recorded by the CCTV must:
- 120.1 apply in writing to the Strata Company utilising an approved form; and
- 120.2 undertake to pay fees and costs associated with the recovery and replication of the footage. If such amounts are not paid, the Strata Company may recover this amount as a levy against the Owner.
- 121 Should the Strata Company authorise the Strata Manager to view images remotely via the intra net or similar, directly into an offsite monitoring control room, then a record of who accessed the footage, a notice of approval and permission and time sheet shall be kept in a log book and maintained on behalf of the Strata Company.
- 122 The Council may impose such restriction as may be reasonably required to ensure that recordings being viewed are limited for the purpose required for such viewing and that such recordings are kept secure and not copied, displayed or transmitted other than by operation of law of the relevant Authority.
- Strata manager**
- 123 The Strata Company shall:
- 123.1 employ the services of a professional strata manager for the purposes of administering the affairs of the Strata Company under the Act and these By-laws as may be required from time to time; and
- 123.2 enter into an agreement with a professional strata manager for these and other management purposes.
- 124 The Strata Company has the authority to:
- 124.1 negotiate and enter into a binding agreement or agreements with a strata manager;
- 124.2 negotiate variations to any such agreement; and
- 124.3 enforce or terminate any such agreement,
- as the Strata Company considers appropriate.
- 125 The Strata Company may terminate an agreement with a Strata Manager if:
- 125.1 the Strata Company has grounds to terminate the agreement under section 151 of the Act;
- 125.2 the Strata Company elects to terminate the agreement under section 115 of the Act; or
- 125.3 there are compelling reasons for the Strata Company to terminate the agreement, such as (without limitation) that the Strata Manager has behaved fraudulently or has demonstrated material incompetence or the like.
- 126 If the Strata Company terminates an agreement with a Strata Manager, the Strata Company shall, as soon as reasonably practicable, enter into an agreement with another strata manager in compliance with By-laws 123, 124 and 127.
- 127 Any strata manager appointed by the Strata Company must:
- 127.1 meet the requirements under Part 9 of the Act;
- 127.2 be a member of an appropriate strata management industry body;
- 127.3 have not less than five years strata management experience;
- 127.4 hold sufficient professional indemnity Insurance in accordance with the Regulations;
- 127.5 hold all funds belonging to the Strata Company on trust in accordance with section 148 of the Act; and
- 127.6 seek professional advice involving matters that concern the Strata Company that are not within the strata manager's area of expertise.

Cleaning glass

- 109 An Owner will, at its cost, keep all glass surfaces, on both sides of its Lot clean (even though the external surface may be Common Property), provided that this may be done so safely and without reasonably foreseeable risk of injury to any person or other property.
- 110 The Strata Company must clean the external surfaces of:
- 110.1 such windows; and
 - 110.2 any part of the façade of the Building,
- where those windows and the façade are inaccessible to the Owner, as reasonably required, once a year (or at such other times as reasonably determined by the Council).

Inflammable substances

- 111 An Owner will not, without the prior written consent of the Strata Company to do so, use or store in its Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than those substances used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Cooking odours

- 112 Subject to clause 114, an Owner will not allow any cooking odours or cooking smoke to emanate from its Lot in any way that will disturb other Owners.
- 113 Without limiting By-Law 112, an Owner will ensure, to the extent reasonably possible, that any cooking odours or cooking smoke generated indoors are removed from its Lot by the exhaust systems provided for this.
- 114 Outdoor cooking is permitted within a Lot so long as excessive smoke (over and above that created by normal barbeque cooking) does not emanate from the Lot.

Plants

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

CCTV

- 116 The Strata Company must install and maintain an electronic surveillance system including close circuit television (CCTV) at those locations within the Strata Scheme that it deems necessary for security of the Owners.
- 117 The CCTV will be continuously recorded with archived images stored until capacity of the recording device is reached. The recordings may be motion activated and all cameras which are recording shall be time and date stamped.
- 118 An affected Owner or the Strata Company must, in its application for footage recorded by the CCTV, first submit a police report to the Authorities. Should the police advise that they would like to view any available footage, the Owner or the Strata Company shall complete a request to view form that approves that they are willing to pay the costs associated with the collection and production of the available footage. The Council shall review the application and authorised the approved person to access and where applicable copy any footage as deemed necessary for the purposes of the application. Should footage be deemed to be irrelevant and no recording made the applicant shall be informed.
- 119 Images captured by CCTV may be streamed live, however access to recorded footage:
- 119.1 will be limited to the security contractor appointed by the Strata Company, the Strata Manager. Police officers and a person authorised by a Court of competent jurisdiction and upon written request to a law enforcement agency;
 - 119.2 may be granted to other persons on a case-by-case basis with the consent of the Council with each visit being supervised at all times; and

- 97.1 interfere with any safety equipment;
 - 97.2 obstruct any fire escape or emergency access route;
 - 97.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed; or
 - 97.4 penetrate or otherwise undertake any work in relation to the front door of the Lot without the Strata Company's consent.
- 98 An Owner will ensure, at the Owner's cost, that:
- 98.1 adequate fire protection exists within its Lot; and
 - 98.2 its Lot is maintained so as to prevent the spread of fire into any other Lot or the Common Property.

Balcony

- 99 An Owner will ensure that the balcony of its Lot is maintained in a reasonably clean and tidy state.
- 100 An Owner will not:
- 100.1 enclose or add any blinds, awnings or other material to the terrace or balcony of its Lot;
 - 100.2 erect any structures on the balcony of its Lot;
 - 100.3 use the balcony of its Lot to store any items or materials on a permanent or semi-permanent basis; or
 - 100.4 install a gas bayonet on the balcony of its Lot;
- without the prior written consent of the Strata Company to do so.
- 101 An Owner will not hang any washing, towel, bedding, clothing or other article on any part of the balcony of its Lot in such a way as to be visible from the street or any other public place.

Window Treatments

- 102 An Owner will not:
- 102.1 install any Window Treatments; or
 - 102.2 install, remove, renovate or replace any Window Treatments,
- on its Lot visible from outside the Building unless the Window Treatments have white backing material or have been approved by the Strata Company.
- 103 In giving an approval under By-law 102, the Strata Company will ensure as far as practicable that Window Treatments used in all Lots present a uniform appearance.

Taps

- 104 An Owner will promptly repair any leaking taps or faucets in its Lot.
- 105 An Owner will not waste water and will see that all water taps in its Lot are promptly turned off after use.
- 106 Should its Lot be unoccupied for a period of more than 1 month, an Owner will ensure that the stopcock or such other similar device on the hot water system is turned off during that period.

Moving furniture

- 107 An Owner will not move any furniture or large object through the Strata Scheme unless it has given the Strata Company sufficient notice of this to enable the Strata Company to organise appropriate supervision.
- 108 Without limiting By-law 107, an Owner must inform the Strata Company or Strata Manager when it intends to move in or move out of its Lot and must comply with all directions of the Strata Company or Strata Manager in relation to this. The Owner must ensure that any furniture removalists (or other contractors) that it engages also comply with the directions of the Strata Company or Strata Manager.

Storage units

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

Temporary Building

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

Security

- 88 An Owner will not do or permit anything to be done which may prejudice the security or safety of:
- 88.1 any Lot; or
 - 88.2 the Common Property.
- 89 The Strata Company may restrict access to the car parking areas and other parts of the Strata Scheme by means of a proximity card reader system for the purposes of securing the Strata Scheme from intruders and to preserve the safety of the Strata Scheme from fire and other hazards.
- 90 An Owner is responsible in making available security devices to any of its visitors to the Strata Scheme.
- 91 An Owner will:
- 91.1 not duplicate or permit the duplication of any security devices without the consent of the Strata Company to do so;
 - 91.2 take all reasonable steps to prevent their loss or transfer;
 - 91.3 immediately notify the Strata Company if any security device is lost or destroyed; and
 - 91.4 meet the full cost of all replacements or recoding in respect of any lost keys, security devices or remote controls.
- 92 All security equipment installed on the Common Property, including CCTV equipment, and used in connection with the provision of security for the Common Property will:
- 92.1 remain the property of the Strata Company;
 - 92.2 be maintained at the cost of the Strata Company; and
 - 92.3 must not be obstructed or interfered with by any Owner or Occupier.
- 93 The Strata Company will not be responsible to an Owner for any failure of the security systems referred to in By-law 92 and an Owner will not make any Objection to this.

Internal Security

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

Fire Safety

- 95 The Strata Company will (if required) develop a fire management plan that complies with the requirements of the Fire and Emergency Services Authority of Western Australia, or any other statutory authority having similar responsibility.
- 96 An Owner will comply with any fire management plan under By-law 95.
- 97 An Owner will not:

Version 1

Page 28 of 55

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

- 76 The Council will be entitled to refuse to give its consent under By-law 73 if the Council forms the opinion, on reasonable grounds, that the intended keeping of the relevant Pet will, or is likely to, do any of the following:
- 76.1 adversely impact on the health or hygiene of other Owners;
 - 76.2 interfere with the peaceful and quiet enjoyment of other Owners;
 - 76.3 otherwise result in a breach of these By-laws; or
 - 76.4 breach any applicable laws or regulations.
- 77 Without limiting By-law 73, an Owner will ensure that the keeping of any Pet by the Owner in its Lot does not:
- 77.1 adversely impact on the health or hygiene of other Owners;
 - 77.2 interfere with the peaceful and quiet enjoyment of other Owners;
 - 77.3 otherwise result in a breach of these By-laws; or
 - 77.4 breach any applicable laws or regulations.
- 78 Without limiting By-law 73, an Owner will be responsible for the health, hygiene, supervision and control of any Pet kept in the Owner's Lot.
- 79 If an Owner breaches either or both of By-laws 73 or 77, the Council may:
- 79.1 require the relevant Pet to be removed from the Strata Scheme; or
 - 79.2 impose conditions on the relevant Pet remaining in the Strata Scheme.
- 80 The Council may require the relevant Pet to be removed from the Strata Scheme if any further conditions in By-law 79.2 are breached and the relevant Owner must comply with such a request.
- 81 Without limiting By-law 73:
- 81.1 an Owner may only enter the Common Property with a Pet for the purpose of access to and from its Lot;
 - 81.2 an Owner will ensure that any mess made by its Pet on Common Property is promptly cleaned up, at the Owner's cost; and
 - 81.3 By-laws 73 – 81 are subject to section 46(h) and (i) of the Act.

Antennas and aerals

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

Garbage disposal

- 83 An Owner will:
- 83.1 dispose of any garbage, trash or other waste in the rubbish bins located in the bin store on the ground floor. If bulk waste cannot be broken down to fit in the rubbish bins it is the Owner's responsibility to dispose of bulk rubbish;
 - 83.2 use any garbage disposal system installed in or operated at the Strata Scheme to remove garbage, trash or other waste associated with its Lot;
 - 83.3 comply with all local government authority by-laws and ordinances relating to garbage disposal;
 - 83.4 ensure that any waste that is transported and placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions; and
 - 83.5 ensure that the health, hygiene and comfort of others present in the Strata Scheme is not adversely affected in doing so.
- 84 The Owners acknowledge that they may be required to share rubbish bins. If so, the Owners must share the rubbish bins in a reasonable manner as determined by the Strata Company.

Version 1

Page 27 of 55

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

- 65.4.1 any activities that are illegal (as may be from time to time) including, without limitation, prostitution; or
- 65.4.2 the manufacture, storage or vending of goods from its Residential Lot; and
- 65.5 the Owner does not erect any signs on any part of its Residential Lot except as authorised under By-laws 42 - 44.
- 66 By-law 65 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental).
- 67 The restrictions in By-law 65 do not apply to the Original Owner (or any of its consultants) within 2 years of registration of the Plan at Landgate and the creation and issue of a separate indefeasible title for the Property.

Floor loading

- 68 No Owner will do anything that will result in excessive stress or floor loading to any part of its Lot or the Common Property.

Noise transmission

- 69 Each Owner will ensure that all floor space within its Lot is covered or otherwise treated with materials approved by the Strata Company to an extent sufficient to prevent the transmission of noise likely to disturb other Owners. If the Strata Company determines that an Owner is not complying with this By-law, the Strata Company may (without limiting any of the Strata Company's other rights) issue the Owner with a notice requiring the Owner to advise the Strata Company of the rectification works that it proposes to undertake within 14 days (Rectification Works). The Rectification Works must comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing. The Owner must arrange for the Rectification Works to be completed within 14 days of the Strata Company approving these Rectification Works.
- 70 Each Owner will:
- 70.1 to the extent reasonably possible, only use suitable footwear in its Lot; and
- 70.2 if necessary, ensure that at all times all furniture in its Lot is fitted with suitable floor pads, that will prevent the transmission of noise likely to disturb any other Owner.

Water closets

- 71 An Owner will not use any water closets, conveniences and other water apparatus for any purposes other than those for which they are constructed.
- 72 Without limiting By-law 71, an Owner will not use any water closet to dispose of any sweepings, rubbish or any other substance which the water closet was not designed, or intended to be used, for the disposal of.

Keeping of Pets

- 73 An Owner may keep, without the consent of the Strata Company (but must notify the Strata Company in writing of full details of the Pet):
- 73.1 fish, in an enclosed aquarium;
- 73.2 one caged bird;
- 73.3 one Small Dog; and
- 73.4 one cat.
- 74 An Owner must obtain the prior written consent of the Council before that Owner keeps:
- 74.1 any other type of animal including a dog which is not a Small Dog; or
- 74.2 more than one dog, cat, caged bird or combination thereof at the same time.
- 75 Without limiting By-law 76, the Council will act reasonably when requested to give its consent under By-law 73.

Visitor Parking

- 54 Subject to Schedule 1, By-law 133, an Owner will not park or stand any motor vehicle or other vehicle on a Visitor Car Bay.
- 55 The Visitor Car Bays are restricted for use by invitees of a Lot for 8 hours at a time only.
- 56 An Owner will ensure that any of its visitors to the Strata Scheme only use the Visitor Car Bays for its intended purpose of casual parking which is limited to a maximum time period of 8 hours.
- 57 The Strata Company may make Rules, display signs and enforce such Rules relating to parking in the Visitor Car Bays as it reasonably requires including vehicle barricading and towing away offending vehicles.

ACROD Parking

- 58 An ACROD Parking Bay must only be used by a visitor who is a holder of a current ACROD permit for temporary parking purposes.

Use of Residential Lots

- 59 Subject to By-laws 60, 61, 62 and 63, an Owner must use its Residential Lot as a residence.

Leasing of Residential Lots

- 60 Subject to By-law 61, an Owner may grant a lease or similar occupancy right over its Residential Lot to a residential tenant that uses the Lot as its settled or usual place of abode.
- 61 Any lease or occupancy right granted under By-law 60 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless such lease or occupancy right is granted by the Original Owner.
- 62 For the avoidance of doubt, an Owner of a Residential Lot (other than the Original Owner) is not entitled to, and will not grant, any lease or similar occupancy right over its Lot on a short term or holiday letting basis.
- 63 Without limiting By-law 60, if an Owner of a Residential Lot grants a lease or similar non-short stay occupancy right for its Lot, the Owner will:
- 63.1 promptly give the Strata Company notice of the full name of each tenant and details of the Owner's managing agent for its Lot (if any);
 - 63.2 ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these By-laws;
 - 63.3 give the tenant a copy of the Strata Company's By-laws; and
 - 63.4 subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these By-laws.
- 64 For the avoidance of doubt, a Residential Owner (other than the Original Owner) that has granted a lease of its Lot must not access the Common Property (including without limitation, the Communal Recreational Areas) whilst that lease is in place other than in conjunction with the valid exercise of the Owners rights as landlord under a lease).

Conducting a business from Residential Lots

- 65 An Owner may conduct a business from its Residential Lot but only if:
- 65.1 the Owner does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business or erect any signage in relation to the business on the Lot or the Common Property;
 - 65.2 the conduct of the business from the Residential Lot does not breach any local government authority by-law or regulation;
 - 65.3 the conduct of the business does not cause any inconvenience to other Owners;
 - 65.4 the business does not involve:

- 50.1 carry out any repairs or maintenance to a motor vehicle;
 - 50.2 use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle; or
 - 50.3 hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the Lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage.
- 51 Without the prior written approval of the Council, an Owner will not:
- 51.1 grant a lease of its car bay or storage area to any person other than an Occupier of the Owner's Lot; or
 - 51.2 allow the car bay to be used by anyone other than the Owner or Occupier of the entire Lot;
 - 51.3 access another Owner's car bay with a vehicle, unless:
 - 51.3.1 this is reasonably required to allow vehicular access or egress from the Building;
 - 51.3.2 the relevant Owner takes reasonable steps to ensure that no damage is caused to any other vehicle parked in that car bay; and
 - 51.3.3 there is no interference with any other Owner's reasonable use and enjoyment of its car bay.
- 52 In respect of repairs, renewal or replacement required to be made to the electric vehicle charging equipment located within an Owner's car bay:
- 52.1 each Owner is responsible for organising repairs, renewal or replacement of its electric vehicle charging equipment; and
 - 52.2 each Owner must:
 - 52.2.1 advise the Strata Company of proposed repairs or replacement of its electric vehicle charging equipment prior to carrying out any repairs, renewal or replacement; and
 - 52.2.2 engage the individual or organisation specified by the Strata Company to complete the repairs, renewals or replacement, at the sole cost of the Owner to which the repairs renewals or replacement of the electric vehicle charging equipment is required.

Vehicles

- 53 An Owner will not do any of the following:
- 53.1 park or stand any motor or other vehicle on any part of the Common Property that is not designated on the Plan or by the Strata Company for this purpose;
 - 53.2 drive, permit to be driven or park any vehicle in excess of 2.5 tonnes weight on or over the Common Property other than any vehicle necessary to complete the authorised construction, occupation or vacation of any Lot;
 - 53.3 drive, permit to be driven or park any boat, trailer, caravan, campervan or mobile home on over the Common Property;
 - 53.4 drive or control any vehicle in a dangerous or excessively loud manner;
 - 53.5 drive or control any vehicle at a speed in excess of 5 kilometres per hour on the Common Property; or
 - 53.6 conduct repairs on or restorations to any vehicle, on any portion of the Common Property,
- unless it has obtained the prior written consent from the Strata Company to do so.

Version 1

Page 24 of 55

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

40.3 the parking areas provided.

Display Lots

- 41 The Original Owner and any of its consultants may use any Lot owned by the Original Owner or the Common Property for the purposes of display to prospective purchasers of that or other Lots or business activities and may display signage, insignia and other fixtures and fittings on those Lots and the Common Property for these purposes.

Signage

- 42 An Owner will not display any sign, advertisement, placard, banner, for sale sign or for lease sign on any part of its Lot or the Common Property without the prior written consent of the Strata Company to do so. In relation to for sale or for lease signs, the Owner must also obtain the consent of the Original Owner for 12 months from the date of registration of the Plan (which consent may be withheld by the Original Owner in its absolute discretion).
- 43 Without limiting By-law 42, all signage erected, installed or affixed within any Lot or Common Property will be in accordance with the requirements and regulations of any appropriate government agency and of the Strata Company.
- 44 By-laws 42 and 43 are subject to By-law 41.

Smoking on Common Property

- 45 An Owner will not smoke tobacco or any other substance on the Common Property.
- 46 Subject to By-law 45 and section 83 of the Act, an Owner may smoke tobacco within the confines of its Lot.
- 47 In relation to By-law 46, an Owner must:
- 47.1 ensure that smoke does not enter the Common Property or any other Lot, including, without limitation, when smoking on the balcony of its Lot; and
 - 47.2 take all reasonable action to ensure that any smoking does not disturb other Owners.

Use of Lifts

- 48 An Owner will:
- 48.1 at all times adhere to the lift loading limits;
 - 48.2 only use the lifts for the transportation of furniture and equipment:
 - 48.2.1 with the consent of the Strata Company to do so;
 - 48.2.2 between the times approved by the Strata Company; and
 - 48.2.3 as directed by the Strata Company;
 - 48.3 use protective curtains and padding provided by the Strata Company when transporting furniture and equipment to protect the lift walls, floors and roof;
 - 48.4 not eat food or drink beverages of any kind in the lifts or foyer area; and
 - 48.5 only transport food or drink in the lifts if it is securely wrapped and sealed so that it will not spill or damage the lifts or the Common Property.

Use of Car Bays

- 49 An Owner will not:
- 49.1 without limiting section 87 of the Act, erect any structure on or within the boundary of the Owner's car bay; or
 - 49.2 otherwise use or allow any Occupier of its Lot to use the Owner's car bay in such a way, that may limit reasonable pedestrian access to or from any other Owner's storage room or reasonable vehicular access to or from any other Owners' car bay.
- 50 An Owner or Occupier must not;

- 31.2 for Works to its Lot that are not the type of Works that require the approval of the Strata Company under section 87(2) of the Act, the Owner has obtained the prior written approval of the Council to carry out the Works to its Lot,
- in which case, the Owner will only carry out the Works to its Lot as follows:
- 31.3 in accordance with the reasonable requirements and directions of the Strata Company;
- 31.4 at the Owner's cost;
- 31.5 in accordance with the laws and requirements of all relevant authorities;
- 31.6 in a proper and workmanlike manner and with good quality materials;
- 31.7 without causing any damage to any other Lot or any Common Property;
- 31.8 without interfering with any Works being undertaken by any other Owner or the Strata Company; and
- 31.9 in compliance with By-laws 88 – 93.
- 32 While an Owner is carrying out Works under By-law 31, the Owner will ensure that there is current insurance in respect of those Works as follows:
- 32.1 public liability insurance for at least \$20,000,000 or any higher amount required by the Strata Company; and
- 32.2 any insurance required by law for persons employed in connection with those Works.
- 33 If requested by the Strata Company, an Owner carrying out Works under By-law 31 will give the Strata Company evidence that By-Law 32 has been complied with.
- 34 An Owner will immediately advise the Strata Company if any insurance policy referred to in By-Law 32 is cancelled.
- 35 An Owner will ensure that any access to and from its Lot for the purposes of carrying out Works under By-law 31 will:
- 35.1 be via the access points and lifts designated by the Strata Company from time to time; and
- 35.2 be in compliance with By-law 48.
- 36 An Owner will not leave any security door or gate for the Strata Scheme open while the Owner is carrying out Works under By-law 31.
- 37 An Owner will make good any damage to the Common Property which occurs as a result of any:
- 37.1 works to its Lot by the Owner; or
- 37.2 access over the Common Property for the purposes of conducting these Works.
- 38 For the avoidance of doubt, By-laws 31 – 37 do not apply to the Original Owner.

Private Roads

- 39 An Owner will not unreasonably obstruct (meaning to block access or egress through) any:
- 39.1 private roadways on the Strata Scheme;
- 39.2 private pathways on the Strata Scheme;
- 39.3 private drives on the Strata Scheme;
- 39.4 easement giving access to the Strata Scheme; or
- 39.5 fire exits or exit paths.
- 40 Without limiting by-law 39, an Owner will only use the roadways, pathways, drives and access easements referred to in clause 39 for access to and from:
- 40.1 its Lot;
- 40.2 the Common Property; and

Version 1

Page 22 of 55

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

- 21 An Owner will not make any Objection in relation to By-laws 19 and 20 unless such matters materially affect the Owner's use and enjoyment of its Lot or cause the Owner to suffer financial loss.
- 22 The Strata Company will take reasonable measures to minimise any disturbance to an Owner in relation to By-laws 19 and 20.

No interference

- 23 An Owner will:
- 23.1 obey all reasonable directions of the Strata Company regarding use of the Common Property; and
- 23.2 not obstruct the Strata Company in exercising its control over the Common Property.
- 24 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 23.

Obligation to notify

- 25 An Owner will give the Strata Company prompt notice of any accident to, or defect in, any Common Property.

Instructing contractors

- 26 An Owner will not instruct any contractor or employee engaged by the Strata Company regarding Works to the Common Property unless the Owner has obtained the prior written consent of the Strata Company to do so.
- 27 An Owner who breaches By-law 26 will:
- 27.1 be responsible for payment to the Strata Company of any additional cost to the Strata Company arising from this breach;
- 27.2 if the Strata Company requires the Works to be removed or altered as a result of this breach, be responsible for the cost of removing, or altering the Works (and Schedule 1 By-Law 5 will apply to those costs); and
- 27.3 indemnify the Strata company from any cost, claim, liability or harm incurred or suffered by the Strata Company as a result of the breach.

Maintenance

- 28 An Owner will be responsible for the maintenance of its Lot.
- 29 Any maintenance of Lots or Common Property will, where reasonably possible in the circumstances, only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 30 An Owner will ensure that its Lot is kept and maintained to a high standard including, without limitation:
- 30.1 all landscaped areas in its Lot are to be maintained by appropriate pruning and the removal and replacement of any dead growth, plants and shrubs;
- 30.2 cobwebs are to be regularly removed from any part of its Lot; and
- 30.3 any exterior timber on any part of its Lot is to be painted (in the same colour or in a different colour with the prior written approval of the Strata Company), varnished or oiled on a regular basis (as appropriate).

Works

- 31 An Owner must not carry out Works to the Owner's Lot, unless:
- 31.1 an Owner is authorised by the Strata Company to carry out Works to its Lot as referred to in section 87(2) of the Act; or

- 12.2.3 carry out work in conjunction with or to any adjoining Lot which cannot be reasonably undertaken without access from or through the Lot;
 - 12.2.4 undertake work which the Owner has failed to carry out in breach of its obligations under these By-laws or has failed to complete in a workmanlike manner; and
 - 12.2.5 remove unauthorised work, additions, alterations or signs, undertaken or installed by an Owner in breach of its obligations under these By-laws.
- 13 The Strata Company may make agreements, on terms determined by the Strata Company, with statutory or other relevant authorities, or persons, including without limitation, the suppliers of the Facilities or Services, in relation to the provision of the Facilities or the Services to the Lots and the Common Property.
- 14 The Strata Company reserves the right to maintain the Facilities and the Services to the Lots and to the Common Property by having those Facilities and / or Services passed through, under or above the Lots and will have access to those Facilities and / or Services for the purpose of maintenance, repair or replacement or to provide additional Facilities or Services.

Building Works

- 15 The Strata Company reserves the right to carry out any building Works on the Common property and to the Buildings.
- 16 The Strata Company may:
 - 16.1 repair, renovate or maintain any Buildings or Common Property;
 - 16.2 alter the Common Property, including its size, nature and arrangements;
 - 16.3 extend or alter any of the Buildings; or
 - 16.4 alter the access to the Buildings or to the Lots, including for pedestrians or for vehicles.
- 17 The building Works must be undertaken for a proper purpose, which proper purposes may include to improve:
 - 17.1 the appearance, quality or physical arrangement of the Buildings or the Common Property; or
 - 17.2 the convenience, safety or security of Owners and others when using the Buildings and Common Property.
- 18 In carrying out the Works, the Strata Company must use reasonable endeavours to minimise inconvenience or nuisance to the Owner's use and enjoyment of their Lot.

Right of access

- 19 Subject to By-law 20 and section 65 of the Act, an Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised representatives, including, without limitation, the builder that constructed the Lots, access to its Lot to enable any or all of the following:
 - 19.1 the reading of meters on the Common Property;
 - 19.2 the maintenance of any Common Property; or
 - 19.3 the carrying out Works on the Common Property,in connection with the Strata Company exercising its rights and performing its duties.
- 20 The Strata Company is not required to give notice to an Owner under By-law 19 if, in the reasonable opinion of the Strata Company, there is an emergency.

- 6.7 must not modify, alter or erect or carry out any Works to the facades of the Building without the prior written approval of the Strata Company; and
- 6.8 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with its Lot.

Common Property

- 7 Subject to sections 63 and 64 of the Act, an Owner will not do any of the following:
 - 7.1 conduct any Works to;
 - 7.2 obstruct;
 - 7.3 alter;
 - 7.4 mark;
 - 7.5 paint;
 - 7.6 drive nails or screws into;
 - 7.7 apply bolts or other fasteners into; or
 - 7.8 otherwise damage or deface,the Common Property unless it has obtained the prior written consent of the Strata Company to do so.
- 8 Anything done to the Common Property by an Owner or under By-Law 7 will, unless otherwise agreed by the Strata Company, be repaired and maintained by the relevant Owner (from time to time).

Facilities and Services

- 9 Any Facilities or Services that relate to an Owner's Lot are the sole responsibility and liability of the respective Lot Owner to repair, maintain and replace as required, irrespective of whether the Facilities or Services run through the Common Property or another Lot.
- 10 An Owner must comply with the Strata Company's reasonable instructions regarding the use of the Facilities and the Services and must not interfere with or allow anything to be done which might impair the efficient operation of any of the Facilities and the Services.
- 11 The Strata Company has no liability to the Owner, including any client, customer or invitee of the Owner, for financial loss or inconvenience, including any damages, because:
 - 11.1 any of the Facilities or Services are out of order and are not functioning properly or at all; or
 - 11.2 any of the Facilities or Services are temporarily stopped or interrupted pending inspection, repair, maintenance, replacement or any other cause.
- 12 The Strata Company, and persons authorised by the Strata Company, may after providing reasonable notice, enter any Lot to:
 - 12.1 inspect the condition and state of repair of the Lot or the Services or the Facilities;
 - 12.2 carry out any repairs, including maintenance, installations, alterations, replacement or renewal in respect of the Buildings, the Lot, the Services or the Facilities to or situated in the Lot, in order to:
 - 12.2.1 undertake work which the Strata Company is required or desires to carry out; and
 - 12.2.2 comply with the Act, any written law and the requirements of any relevant Authorities;

Conduct by-laws

Behaviour

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

Noise

- 2 An Owner will not make unreasonable noise likely to interfere in any way with the peaceful enjoyment by other Owners of their Lots or the Common Property after 8.00pm Sunday to Thursday (inclusive) and after 10.00pm on a Friday or Saturday and before 8.00am on any day.
- 3 Without limiting By-law 2, an Owner will not do any of the following:
 - 3.1 hold any social gathering in its Lot;
 - 3.2 operate any plant or machinery on the Lot;
 - 3.3 operate any radio, television or sound producing equipment,in any way which will unreasonably disturb other Owners.
- 4 In the event of any unavoidable noise in a Lot at any time, an Owner will take all practical steps to minimise annoyance to other Owners by closing all doors, windows and curtains in its Lot and doing anything else that is appropriate in the circumstances.
- 5 All Owners acknowledge that:
 - 5.1 the Strata Scheme is a residential / commercial development; and
 - 5.2 the quiet enjoyment of the Strata Scheme, the Common Property and the Lots may be impacted by noise and activity associated with the commercial area of the Strata Scheme and / or local activities on adjacent sites.

Duties of Owners

- 6 An Owner will:
 - 6.1 comply with all relevant laws and regulations regarding the use and occupation of its Lot;
 - 6.2 promptly carry out all work that may be ordered by any competent public authority or local government in respect of its Lot;
 - 6.3 pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
 - 6.4 repair and maintain its Lot including, by replacing in a timely fashion those parts of its Lot that are beyond repair or have become a nuisance or hazard;
 - 6.5 keep its Lot in a state of good repair and free from vermin and insects;
 - 6.6 promptly notify the Strata Company on any change of ownership, including in the notice an address of the Owner for service of notices and other documents under the Act;

Development Approval

- 127 By-laws 122 - 126 have been made at the request of the Town and cannot be amended or repealed without the consent of the Town.
- 128 The Strata Company and the Owners must comply with the development approval relating to the development of the Strata Scheme and any subsequent amendments to the applicable planning approvals.

Public Charging Stations for Electric Motor Vehicles

- 129 There may be a provision for EV Charging Stations to be located in the public car park. The provision of electricity through the EV Charging Stations will be operated and managed by a third party service provider.
- 130 The EV Charging Stations are available for use by members of the public and Owners and Occupiers.
- 131 An Owner or Occupier may need to sign an agreement with a third party provider to use the EV Charging Stations and the terms of that agreement may require the Owner or Occupier to pay fees and usage charges to the third party provider.
- 132 The Strata Company may enter into an agreement with a third party in respect of the EV Charging Stations and the Strata Company may do so on such terms and conditions that it reasonably requires.
- 133 Subject to By-law 131, the EV Charging Stations can be used by Owners and Occupiers. Terms of use are as follows:
- 133.1 maximum allowed time to charge will be up to 4 hours. The car must be removed after this time; and
- 133.2 the Strata Manager will manage access arrangements including limiting use of the EV Charging Stations to certain drivers and monitoring energy use.
- 134 Any revenue received by the Strata Company in association with the operation of the EV Charging Stations shall be regarded as general revenue to the Strata Company and will be deposited in the administrative fund unless otherwise determined by the Strata Company.
- 135 To the extent that there is no third party operator of the EV Charging Stations, Owners and Occupiers must pay the Strata Company any costs associated with the use of the EV Charging Stations and any other amounts the Strata Company considers appropriate, from time to time.

Financial Year

- 136 The Financial Year for the Strata Company is the period of 12 months ending on the day before the anniversary of registration of the Scheme Plan.

- 119.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot to cause the planter boxes to be maintained at the cost of the Owner; and
- 119.2 those costs may be recovered by the Strata Company under By-law 5.
- 120 The Strata Company will take reasonable measures to minimise any disturbance to the Owner in relation to By-law 119.1.
- 121 An Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised access to its Lot to inspect any planter boxes installed in its Lot as reasonably required by the Strata Company.

Community Benefit Items

- 122 The Strata Company must:
- 122.1 ensure that the toy library forming part of the Community Benefit Items is available for use by the general public during the hours of 9:00 am – 5:00 pm on weekdays, subject to the reasonable direction and access control of the Strata Company;
- 122.2 ensure that the car parking bays forming part of the Community Benefit Items are available for use by the general public during the hours of 6:00 am – 8:00 pm on weekdays, subject to the reasonable direction and access control of the Strata Company;
- 122.3 ensure that the public park forming part of the Community Benefit Items is available for use by the general public from sunrise to sunset daily, subject to the reasonable direction and access control of the Strata Company; and
- 122.4 maintain and operate the Community Benefit Items to a standard that is satisfactory to the Town (acting reasonably).

Aged Care Services Lot

- 123 The Aged Care Services Lot or any part thereof must not be used for any purpose other than aged care services and any change in use must be approved in writing by the Town.
- 124 The Strata Company must ensure that the Aged Care Services Lot or any part thereof is not used for any purpose other than aged care services.

By-laws for the benefit of the Town

- 125 The Town may require the Strata Company to enter into:
- 125.1 a public access easement over the Common Property to enable the public to access the Community Benefit Items (**Access Easement**);
- 125.2 an access easement to the benefit of the Town over the Common Property to enable the Town access to the lower ground floor for waste collection purposes (**Waste Access Easement**);
- 125.3 one or more deeds between the Strata Company and the Town to provide for the rights and obligations between the Town and the Strata Company as specified in the Development Approval (**Strata Deeds**).
- 126 The Strata Company and each Owner agrees to do all acts and things necessary on the part of the Strata Company and the Owner to facilitate:
- 126.1 the execution and registration of the Waste Access Easement and the Access Easement; and
- 126.2 the execution of the Strata Deeds.

- 110 An Owner will not do anything that will increase the insurance premium under any insurance policy under By-law 108, without the prior written consent of the Strata Company.
- 111 By-laws 108 – 110 do not limit an Owner's rights under section 99 of the Act.
- 112 For the purposes of section 98 of the Act, the Strata Company may pass on any increase in its insurance premiums to the relevant Owner by way of increased levy contributions or any other form of reimbursement.

Grease Trap(s) - Exclusive Use

- 113 The Commercial Lot Owners of the Grease Trap Lots (**GT Lot Users**), are given the exclusive right to use that part of the area shown hatched and being the grease trap enclosure on the plan comprising Annexure A to these By-laws (**Grease Trap Area**) to enable the GT Lot Users to use the Grease Trap Area in connection with the permitted use of the Grease Trap Lots.
- 114 The GT Lot Users must (which requirements are joint and several upon them):
- 114.1 keep the Grease Trap Area in a clean and tidy condition and free from rubbish;
 - 114.2 maintain the Grease Trap Area in a manner that is in keeping with the quality, standard and maintenance levels of the scheme, including but not limited to the regular pumping out and servicing of the grease trap and the maintenance of all fixtures and fittings, and general cleanliness;
 - 114.3 allow the Strata Company access to the Grease Trap Area to enable the Strata Company to undertake any repair, maintenance or cleaning required by the Strata Company or undertaken by the Strata Company if it has given the GT Users 14 days prior written notice to rectify a matter and that matter has not been rectified; and
 - 114.4 pay equally the costs associated with the use, repair, maintenance, cleaning and insurance of the Grease Trap Area as determined by the Strata Company within fourteen (14) days of demand by the Strata Company, and on demand following non-payment by either party, pay that party's share of such costs within fourteen (14) days of such further demand, in which case the party paying has the right to pursue the non-paying party for its share of the costs.
- 115 The proprietors of the Grease Trap Lots have, in relation to their respective Lot:
- 115.1 the special privilege of installing and keeping the plumbing fixtures (including grease traps and exhaust ducts) on the Common Property; and
 - 115.2 the exclusive use of the Common Property consisting of those plumbing fixtures and the cubic space occupied by them.

Planter boxes

- 116 An Owner will ensure that its Lot is kept and maintained to a high standard and all planter boxes within its Lot are adequately watered and maintained by appropriate pruning and the removal and replacement of any dead growth, plants and shrubs, at the sole cost of the Owner.
- 117 If an Owner does not comply with By-law 116, the Strata Company may give the Owner a notice:
- 117.1 requiring the Owner to comply with By-law 116;
 - 117.2 specifying what is required to be done by the Owner in order to comply with By-law 116; and
 - 117.3 providing the Owner with a reasonable amount of time to comply with By-law 116.
- 118 An Owner will comply with a notice from the Strata Company under By-law 117.
- 119 If an Owner does not comply with a notice from the Strata Company under By-Law 117:

- system has been approved (or is not required to be approved) by the local authority or in the sole opinion of the Council or the Strata Company, the proposed air conditioning system is, or is likely to be, either:
- 101.1 so noisy as to cause a disturbance to adjoining Owners; or
 - 101.2 of such a size and colour as not to be in harmony with the external appearance of the Strata Scheme.
- 102 The Owner is responsible for any air conditioning system installed on their Lot and will ensure that the air conditioning system is:
- 102.1 properly maintained and does not cause any unreasonable disturbance or interference to other Owners;
 - 102.2 covered by the Owner's insurance policy; and
 - 102.3 installed such that the air conditioning system is hidden from view when viewed from outside of the relevant Lot including, without limitation, by having the air conditioning system installed behind existing screens or walls
- 103 The Strata Company may give an Owner a notice:
- 103.1 requiring the Owner to comply with By-law 100 or 102 within a reasonable period of time; and
 - 103.2 specifying what is required to be done by the Owner in order to comply with By-law 100 or 102 which may be one or more of the following:
 - 103.2.1 requiring the Owner to remove the air conditioning system and reinstate and restore the Lot to the same state and condition as existed immediately before the air conditioning system was installed within a reasonable time; or
 - 103.2.2 subject to complying with By-Law 100, replace the air conditioning system within a reasonable time.
- 104 If an Owner fails to comply with a notice issued under By-law 103:
- 104.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and do any of the things required in the notice at the cost of the Owner; and
 - 104.2 the costs referred to in By-law 104.1 may be recovered under Schedule 1 By-law 5.
- 105 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 104.

Exclusive Use – Commercial Air conditioning units

- 106 Each Commercial Lot Owner has shared exclusive use of that volume of the Common Property occupied by any air conditioning system (including ducting, cabling and any ancillary equipment) that services and relates to the Owner's Lot in common with the Owners of any other Lots that are also serviced by that air conditioning system.
- 107 An Owner will ensure, at the Owner's cost, that the Owner uses the Strata Company's appointed air conditioning contractor for all servicing of air conditioning equipment located on the Common Property.

Insurance

- 108 The Strata Company will at all times ensure that an insurance policy in accordance with section 97(1) of the Act is in the name of the Strata Company and is current together with any other insurance policy which the Strata Company may decide to be necessary from time to time.
- 109 An Owner will not do anything that will result in the cancellation of any insurance policy under By-law 108.

Insurance Excess

- 93 An Owner is responsible for the cost of any insurance excess payable as the result of an insurance claim made against the Strata Company's insurer by the Owner, including any claim whether such loss or damage occurs:
- 93.1 to any part of the building structure within their Lot;
 - 93.2 to any part of the Common Property structure surrounding the Owner's Lot;
 - 93.3 to the fixtures and improvements of the Owner of that Lot; and
 - 93.4 to any part of the Common Property, other than Common Property referred to in By-law 93.2, where the Owner is directly responsible for the loss of, or damage to, that Common Property, where the insurance claim is made by the Strata Company.
- 94 The responsibility of the Owner under By-law 93 extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
- 94.1 glass (windows, doors, shower screens & mirrors); and
 - 94.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 95 All amounts payable as an insurance excess referred to By-law 93 become a debt due by the Owner of that Lot to the Strata Company and may be recovered by it in a court of competent jurisdiction.

Water leakage

- 96 An Owner will ensure that all wet areas forming part of its Lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the Common Property or any Lot, other than through waste pipes provided for the disposal of such water or liquid.
- 97 If any leakage, seepage or transference of any water or other liquid from the wet areas of a Lot to another Lot or any part of the Common Property or the Building occurs, then the Owner of the Lot from which the leakage, seepage or transference has occurred must, at its cost, rectify such leakage, seepage or transference of such water or liquid within a reasonable time after the Strata Company gives written notice to rectify.
- 98 If the Owner of the Lot from which the leakage, seepage or transference has occurred fails to rectify such leakage, seepage or transference of such water or liquid within a reasonable time, then the Strata Company may carry out such works as may be required in accordance with sections 65, 66 and 95 of the Act and employ any means necessary to rectify such leakage, seepage or transference and recover any costs incurred by the Strata Company in so doing from an Owner.
- 99 If any leakage, seepage or transference of water or liquid is due to a fault or defect in the Common Property then By-laws 97 and 98 will not apply except that the Strata Company may exercise its powers under sections 65, 66 and 95 of the Act.

Air conditioning system

- 100 An Owner may install an air conditioning system on their Lot if it is approved by the Council or the Strata Company in writing. For the avoidance of doubt, this By-law includes the replacement of any air conditioning system already installed on the Owner's Lot but only if the location or type of the air conditioning system is different.
- 101 The Council or the Strata Company can withhold the approval referred to in By-law 100 if, the Council or Strata Company has not received evidence that the installation of the air conditioning

- 81.1 recover such costs directly from the relevant Owner that has the benefit of the Facilities and Services; or
- 81.2 include such costs in the budget for the administrative fund to be recovered by way of levies from all Owners.

Shared Exclusive Use –Communal Recreational Areas

- 82 Subject to By-law 85, the Communal Recreational Areas are for the shared exclusive use and enjoyment of the Owners of the Residential Lots to the exclusion of the Owners of a Commercial Lot.
- 83 For the avoidance of doubt, an Owner of a Commercial Lot is not entitled to access the Communal Recreational Areas.
- 84 Each Owner acknowledges and agrees that the Strata Company will, at the cost of the Owners of the Residential Lots clean, maintain and repair the Communal Recreational Areas and the Strata Company will include such costs in the budget for the administrative fund to be recovered by way of levies from the Owners of the Residential Lots.

Exclusive Use – Rooftop Common Area

- 85 Each Rooftop Exclusive Use Owner will have shared exclusive use of the Rooftop Common Area for recreational purposes on Wednesdays and Saturdays (**Rooftop Access Days**).
- 86 Each Rooftop Exclusive Use Owner acknowledges and agrees that Rooftop Access Days are subject to change by the Strata Company, however, the Rooftop Exclusive Use Owners must have shared exclusive use of the Rooftop Common Area at least:
 - 86.1 one day each week between Sunday and Thursday; and
 - 86.2 one day each week on either Friday or Saturday.
- 87 The grant of the exclusive use right in By-law 85, is subject to :
 - 87.1 the conditions set out in By-law 72 to 79; and
 - 87.2 the conditions set out in Schedule 2, By-law 128 to 137.

Sundry Items

- 88 Each Owner is granted exclusive use and special privileges over that portion of the Common Property occupied by a Sundry Item that is for the benefit of their lot.
- 89 Subject to By-law 91, an Owner will ensure that all Sundry Items that are installed:
 - 89.1 in its Lot; or
 - 89.2 on the Common Property for the benefit of its Lot,are maintained in good working condition, at its cost.
- 90 An Owner must obtain the Strata Company's written consent to the installation of any Sundry Item on the Common Property for the benefit of its Lot, except for any Sundry Items already installed on the Common Property at the date of registration of the Plan or a structure which forms the inner surface of the boundary of its Lot. The Strata Company may consent or refuse to consent to the installation of such Sundry Items as it determines (in its absolute discretion) and subject to any conditions it considers appropriate.
- 91 By-law 89 does not apply to any Sundry Items which the Strata Company is required to maintain.
- 92 An Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised persons access to its Lot to inspect any Sundry Item installed on the Common Property as reasonably required by the Strata Company.

- 69.3 comply with the requirements of the *Environmental Protection (Noise) Regulations 1997* (WA).

Exclusive use - General

- 70 For the avoidance of doubt, any rights of exclusive use or special privilege granted under these By-laws can only be exercised by the occupier for the time being of the relevant Lot.
- 71 These By-laws 72 to 79 apply to each Owner who is granted exclusive use of an area of Common Property.
- 72 The Strata Company and each of its employees, agents and contractors may, with or without notice to an Owner, enter an exclusive use area:
- 72.1 for the purpose of inspecting this area; and
- 72.2 for the purpose of carrying out Works to the Building, the Common Property, the relevant Lot or an adjoining Lot.
- 73 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 72.
- 74 Without limiting By-law 72, an Owner granted exclusive use of an area of Common Property will, at its cost, assume all of the obligations of the Strata Company under section 91(1)(c) of the Act in relation to the relevant exclusive use area granted to it.
- 75 An Owner granted exclusive use of an area of Common Property will ensure that its use of the relevant exclusive use area does not cause any unreasonable disturbance or interference to other Owners.
- 76 The Strata Company may give an Owner granted exclusive use of an area of Common Property a notice:
- 76.1 requiring the Owner to comply with By-laws 74 and 75;
- 76.2 specifying what is required to be done by the Occupier in order to comply with By-laws 74 and 75; and
- 76.3 providing the Owner with a reasonable amount of time to comply with By-laws 74 and 75.
- 77 If an Owner granted exclusive use of an area of Common Property fails to comply with a notice from the Strata Company under By-law 76:
- 77.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and the exclusive use area and do any of the things required in the notice at the cost of the Owner;
- 77.2 the Strata Company may withdraw the exclusive use rights granted to the Owner over the exclusive use area;
- 77.3 the Strata Company may reinstate and restore the exclusive use area at the cost of the Owner; and
- 77.4 the costs referred to in By-laws 77.1 and 77.3 may be recovered from the Owner under By-law 5.
- 78 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 77.
- 79 The Strata Company will take reasonable measures to minimise any disturbance to an Owner granted exclusive use of an area of Common Property in relation to the exercise by the Strata Company of its rights under By-law 77.

Exclusive Use – Facilities and Services

- 80 Each Owner has exclusive use of that volume of the Common Property occupied by the Facilities and Services that relate to the Owner's Lot.
- 81 Each Owner acknowledges and agrees that the Strata Company will, at the cost of that Owner, maintain, repair, and, where necessary, replace the Facilities and Services referred to in By-law 80 in proper working order and the Strata Company may at its election either:

- 61.2 relevant provider does not provide the Utility to the Strata Company for any reason; or
- 61.3 Owner does not pay for the supply of the Utility by the relevant due date.
- 62 An Owner will not make any Objection in relation to any of the following:
 - 62.1 the accuracy or correct operation of any meter; or
 - 62.2 any failure in the supply of any Utility to the Strata Scheme, for any reason.
- 63 If an Owner fails to pay the Strata Company for the supply of any Utility, the Strata Company may do either or both of the following:
 - 63.1 recover the amount of the unpaid account under By-law 5; or
 - 63.2 disconnect the supply of the Utility to its Lot.
- 64 The Original Owner may, on behalf of the Strata Company, enter into a contractual arrangement for a company to conduct this service on behalf of the Strata Company. This service may include but is not limited to reading the meters, invoicing the respective Lot, issuing of default notices, and the negotiating of the bulk power rate with the relevant supplier.

Hot water supply

- 65 The Strata Scheme is equipped with two centralised hot water systems (**CHWS**) which service both Residential Lots and the Common Property. The CHWS is to be maintained by the Strata Company and a sub-meter will record the electricity/gas usage of the system.
- 66 Each Lot will contain a meter for the purpose of measuring usage of hot water within each Lot.
- 67 The Council may make rules in relation to the on-billing of costs associated with hot water usage within each Lot, including:
 - 67.1 the method of recording from the meter readings;
 - 67.2 the frequency of readings and issuing of accounts to Owners;
 - 67.3 that the hot and cold water charges will be added to levy notices;
 - 67.4 that the water charges will be based on a proportionate share of the cost of electricity/gas recorded through the CHWS sub-meter, in relation to the quantity of hot water consumption recorded by each Lot's hot water meter; and
 - 67.5 costs will include an administration cost and an estimate of the cost of replacing the CHWS over time.

Liquor Licence

- 68 The Owners or Occupiers acknowledge and agree that one or more of the Commercial Lots may operate as a liquor licensed venue (**Licensed Lot**) and the Owners or Occupiers agree that they will not:
 - 68.1 object to the opening hours, liquor licence or noise that are associated with a business operating from a Licensed Lot; and
 - 68.2 lodge any objection to the grant, variation or renewal of any licence for a Licensed Lot, including a licence under the *Liquor Control Act 1988* (WA), while the terms of the grant, variation or renewal are duly complied with and while the relevant Licensed Lot/s pays on demand to the strata company any increase in any premium of insurance payable by the strata company where that increase is directly attributable to the Licensed Lot and its liquor licence.
- 69 The proprietor of each Licensed Lot must do, or procure any lessee or licensee of the relevant Licensed Lot to do the following:
 - 69.1 at all times hold a valid liquor licence;
 - 69.2 conduct its business in accordance with the terms of its liquor licence and all Laws; and

- 51 If the Strata Company enters into an agreement referred to in By-law 50, an Owner will only obtain the supply of any Utility from or through the Strata Company (or from the Utilities Provider). The Owners acknowledge and agree that the Strata Company may obtain any utilities at wholesale rates and charge Owners at retail rates on the basis that any profit realised by the Strata Company will form part of the administrative fund for the benefit of all Owners.
- 52 If requested by the Strata Company, an Owner will sign an agreement for the supply of a Utility on terms decided by the Strata Company.
- 53 The Strata Company may:
- 53.1 install meters or other equipment to monitor usage of the Utilities supplied by the relevant provider to an Owner. The Strata Company must ensure that such meters are properly maintained and assessed for accuracy at reasonable intervals; and
 - 53.2 install or arrange for the installation and operation of, without limitation:
 - 53.2.1 an embedded network to supply electricity; and
 - 53.2.2 an open access telecommunications network.
- 54 An Owner will not interfere with any meter or equipment used for the supply or measure of any Utility.
- 55 The Strata Company may recover the costs for the supply of any Utility under By-law 51 and the metering costs as a levy against an Owner.
- 56 The Strata Company may:
- 56.1 require the Owner or Occupier of the Lot to pay the Strata Company a bond of no more than \$400 as security for the payment of charges arising under By-law 55; and
 - 56.2 if any amount of the bond is applied by the Strata Company under By-law 58, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this By-law, the Strata Company may require.
- 57 The Strata Company must deposit every amount received under By-law 56 into an interest-bearing account with an ADI as defined under the Act and all interest accruing on the money received must, subject to By-laws 56, 58 and 59, be held on trust for the Owner or Occupier who paid the bond.
- 58 If the Owner or Occupier of a Lot for which a sub-meter is used for the supply of any Utility refuses or fails to pay any charges due for the supply of any Utility to that Lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid as a bond to the Strata Company by that Owner or Occupier under By-law 56, including any interest that may have accrued on that bond.
- 59 Where a person who has paid a bond under By-law 56 to the Strata Company satisfies the Strata Company that he is no longer the Owner or Occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of any Utility to that Lot during the period when that person was an Owner or Occupier of the Lot, the Strata Company must refund to that person the amount held on their behalf under By-law 56.
- 60 When an Owner assigns or transfers its interest in its Lot:
- 60.1 the assignee or transferee automatically becomes joined as a party to the agreement referred to in By-law 52; and
 - 60.2 provided that all obligations of the Owner under that agreement are satisfied as at the date of the assignment or transfer, the assignor or transferor is released from the obligations imposed under that agreement.
- 61 The Strata Company will have no obligation to provide any Utility to an Owner if the:
- 61.1 agreement with the relevant provider is terminated;

Version 1

Page 9 of 55

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

- 48.2 establish a reserve fund in accordance with section 100(2) of the Act; and
- 48.3 determine the amount to be raised for the reserve fund being not less than:
- 48.3.1 \$50,000 for the first year after registration of the Plan; and
- 48.3.2 in each year other than the first year after registration of the Plan:
- (a) the amount of funding of the estimated costs for the maintenance, repair, renewal or replacement of the covered items specified in the 10-year plan prepared by the Strata Company in accordance with section 100(2A) of the Act; or
- (b) not less than 0.1% of the insured value of the Building per annum, whichever amount is lower.
- 48.4 raise the amounts determined from time to time by levying contributions towards the reserve fund pursuant to section 100(2)(c) of the Act on the Owners in proportion to the unit entitlement of their respective lots.
- 48.5 prepare separate budgets relating to the administrative and reserve funds for the amounts to be raised to cover the Strata Company's projected:
- 48.5.1 costs associated with the management, control, repair and maintenance of areas, Facilities, plant and equipment which are provided for the exclusive or predominant use of the Commercial Lots (**Commercial Lot Budget**); and
- 48.5.2 costs associated with the management, control, repair and maintenance of areas, Facilities, plant and equipment which are provided for the exclusive or predominant use of the Residential Lots (**Residential Lot Budget**).
- 48.6 raise the amounts determined from time to time by levying contributions towards the administrative fund pursuant to section 100(1)(c) of the Act and the reserve fund on the Owners other than in proportion to the unit entitlement of their respective lots as follows:
- 48.6.1 for the costs of the Commercial Lot Budget, on the Owners of the Commercial Lots in proportion to the unit entitlement of each of those Commercial Lots;
- 48.6.2 for the costs of the Residential Lot Budget, on the Owners of the Residential Lots in proportion to the unit entitlement of each of those Residential Lots;
- 48.6.3 for the costs referred to in By-law 81, on the relevant Owners in accordance with that By-law;
- 48.6.4 for the costs of an item of expense (whether of a routine or non-routine nature) that is specifically related to any particular Lot or Lots, on the Owners of the particular Lot or Lots in proportion to the respective unit entitlements of the Lots to which the expense relates; and
- 48.6.5 for any other costs associated with the administrative fund or reserve fund, in proportion to the unit entitlement of each Owner's respective Lot.

Sub-meters

- 49 The Strata Company may obtain the supply of Utilities for the Strata Scheme (which may be in bulk) from the relevant provider.
- 50 The Strata Company may enter into an agreement with the relevant provider or utilities manager or the Utilities Provider (as contemplated in Schedule 2, By-laws 154 to 158), on terms decided by the Strata Company.

- 38.4 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 39 A member of the Council may appoint an Owner, or an individual authorised under section 136 of the Act, to act in its place as a member of the Council at any meeting of the Council. Any Owner or individual so appointed will, when so acting, be deemed to be a member of the Council.
- 40 An Owner or individual may be appointed under By-law 39 whether or not that person is a member of the Council.
- 41 If a person appointed under By-law 39 is a member of the Council, that person may, at any meeting of the Council, separately vote in its capacity as a member and on behalf of the member in whose place it has been appointed to act.
- 42 The Council will meet at least once every quarter being not less than four (4) times per year.
- 43 The Council may appoint a new temporary member of the Council when:
- 43.1 positions for the Council are not filled at a general meeting; or
- 43.2 a member of the Council retires.
- 44 The Council will keep minutes of its proceedings.

Powers and duties of secretary of Strata Company

- 45 The powers and duties of the secretary of the Strata Company include:
- 45.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting;
- 45.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
- 45.3 the supply of information on behalf of the Strata Company in accordance with sections 108 and 109 of the Act;
- 45.4 the answering of communications addressed to the Strata Company;
- 45.5 the calling for nominations of candidates for election as members of the Council; and
- 45.6 subject to sections 77, 89, 127 – 129, 200(2)(f) and (g) of the Act, the convening of meetings of the Strata Company and of the Council.

Powers and duties of treasurer of Strata Company

- 46 The powers and duties of the treasurer of a Strata Company include:
- 46.1 the notifying of Owners of any contributions levied pursuant to the Act;
- 46.2 the receipt, acknowledgment and banking of, and the accounting for, any money paid to the Strata Company;
- 46.3 the preparation of any certificate applied for under section 110 of the Act; and
- 46.4 the keeping of the books of account and the preparation of the statement of accounts referred to in section 101 of the Act.

Electronic voting

- 47 In accordance with section 131 of the Strata Titles Act 1985 a person (including a proxy of that person) who is entitled to vote may complete their ballot by electronic means as determined by the chairperson of the annual general meeting.

Budget and allocation of contributions

- 48 The Strata Company must:
- 48.1 administer an administrative fund in accordance with section 100(1) of the Act;

- 28 If a ballot is held, the 7 candidates who receive the highest number of votes (in terms of Lots or unit entitlements as required under the Act) will be elected to the Council.
- 29 If:
- 29.1 more than 1 candidate receives the same number of votes; and
- 29.2 those votes are the minimum number of votes received by any candidate,
- then, as between those candidates, the election will be decided by a show of hands of those present and entitled to vote.

Chairperson, secretary and treasurer of the Strata Company

- 30 The members of the Council will, at the first meeting of the Council after they assume office, appoint a chairperson, a secretary and a treasurer of the Council from those members.
- 31 A person appointed to an office referred to in By-law 30 will hold office until:
- 31.1 that person ceases to be a member of the Council;
- 31.2 receipt by the Strata Company of notice in writing of that person's resignation from office; or
- 31.3 another person is appointed by the Council or the Strata Company to hold that office, whichever happens first.
- 32 The remaining members of Council must appoint a member of the Council to fill a vacancy in an office referred to in By-law 30 and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's term of office.
- 33 The chairperson will preside at all meetings of the Council at which it is present and, if it is absent from any meeting, the members of the Council present at that meeting will appoint 1 of those members to preside at that meeting during the absence of the chairperson.
- 34 Subject to By-law 35, the chairperson, secretary and treasurer of the Council will also be the respective chairperson, secretary and treasurer of the Strata Company.
- 35 The Strata Company may at a general meeting authorise a person who is not an Owner to act as the chairperson of the Strata Company for the purposes of that meeting.
- 36 A person appointed under By-law 35 may act until the end of the meeting for which that person was appointed to act.

Meetings of Council

- 37 At meetings of the Council, all matters will be determined by a simple majority vote.
- 38 The Council may:
- 38.1 meet together, in person or by electronic means, for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the Council will meet when any member of the Council gives to the other members not less than 7 days' notice of a meeting proposed by that member, specifying in the notice the reason for calling the meeting;
- 38.2 unless otherwise agreed by the majority of members of the Council, decisions made by any Council member may be made by electronic notification to the Strata Manager via electronic means such as emails.
- 38.3 without limiting Schedule 2 By-law 123, employ on behalf of the Strata Company any agents and employees it thinks fit in relation to the:
- 38.3.1 control and management of the Common Property; and
- 38.3.2 exercise and performance of the powers and duties of the Strata Company; and

unless the number of members is reduced below the minimum number fixed under these By-laws, in which case the continuing members may only act for the purpose of increasing the number of members of the Council or calling a general meeting of the Strata Company.

- 19 The continuing members of the Council may act notwithstanding any vacancy in the Council provided that there is a quorum of members to the Council.
- 20 All acts done in good faith by the Council will, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.

Election of Council

- 21 At the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 22 Subject to By-laws 23 and 24, the Council will be elected from nominations of the Owners in accordance with By-law 25.
- 23 Where the Original Owner remains, at the first annual general meeting and every subsequent annual general meeting, the owner of any Lot, the Original Owner will automatically be entitled to be a member of the Council (but may elect not to be a member of the Council by written notice to the Strata Company).
- 24 If the Owners of the Commercial Lots nominate one person to represent all the Owners of the Commercial Lots jointly (**Representative**), that Representative will automatically be entitled to be a member of the Council.
- 25 Subject to By-laws 23 and 24 the procedure for nomination and election of members of the Council will be as follows:
- 25.1 the chairperson will provide Owners with a reasonable opportunity to nominate candidates for election to the Council;
 - 25.2 a nomination is ineffective unless supported by the consent of the nominee given:
 - 25.2.1 in writing and furnished to the chairperson at or before the meeting; or
 - 25.2.2 orally by the nominee if the nominee is present at the meeting by person or by proxy; and
 - 25.3 when no further nominations are forthcoming, the chairperson will:
 - 25.3.1 where the number of candidates is 7 or less, declare those candidates to be elected as members of the Council; and
 - 25.3.2 where the number of candidates exceeds 7, will direct a ballot.
- 26 If a ballot is to be held pursuant to By-law 25.3.2, the chairperson will:
- 26.1 announce the names of the candidates;
 - 26.2 provide blank paper for each person present at the meeting and entitled to vote to use as a ballot-paper; and
 - 26.3 arrange for a count of the votes recorded on valid ballot papers.
- 27 A person who is entitled to vote and who wishes to vote must complete a valid ballot paper by:
- 27.1 writing on it the names of candidates the person wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - 27.2 indicating on it the number of the Lot in respect of which the person's vote is cast;
 - 27.3 indicating on it the capacity in which the person is voting (e.g. as Owner, Co-Owner or proxy);
 - 27.4 signing it; and
- returning it to the Chairperson.

- 9 Where an Owner or the Occupier of the Owner's Lot commits a breach of the By-laws, the Strata Company may issue a notice in relation to a breach of the By-laws (**Breach Notice**) to that Owner and the following applies:
- 9.1 the Strata Company's appointed Strata Manager may, in accordance with the management agreement between the Strata Company and the Strata Manager, charge the Strata Company for issuing a Breach Notice; and
- 9.2 any amount payable by the Strata Company as a cost to issue a Breach Notice in relation to a breach of the By-laws becomes a debt due by the Owner to the Strata Company and may be recovered by the Strata Company in a court of competent jurisdiction.

Council

- 10 The rights and obligations of the Strata Company will be exercised and performed by the Council, subject to section 134 of the Act.
- 11 As a consequence of By-law 10 reference to the Strata Company in these By-laws will, unless specified otherwise or inconsistent with the context, be a reference to the Council.
- 12 Until the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 13 If there are co-Owners of a Lot:
- 13.1 only 1 of the co-Owners will be eligible to be, or to be elected to be, a member of the Council; and
- 13.2 the co-Owner who is eligible will be the co-Owner who is nominated by the other co-Owner but if the co-Owners fail to agree on a nominee:
- 13.2.1 the co-Owner who owns the largest share of the Lot will be the nominee; or
- 13.2.2 if no co-Owner owns the largest share of the Lot, the co-Owner whose name appears first on the certificate of title for the Lot will be the nominee.
- 14 Except where By-law 16 applies, the Council will have a minimum of 3 and a maximum of 7 members.
- 15 A quorum of the Council will be 3 members.
- 16 If there are less than 3 Owners, each Owner:
- 16.1 will be a member of the Council; and
- 16.2 must be present (personally or by proxy) for a quorum of the Council.
- 17 A member of the Council will cease to be a member:
- 17.1 if the member dies or ceases to be an Owner or co-Owner of a Lot;
- 17.2 on receipt by the Strata Company of a written notice of resignation from the member;
- 17.3 at the conclusion of an annual general meeting of the Strata Company at which:
- 17.3.1 an election of members of the Council takes place; and
- 17.3.2 that member is not elected or re-elected;
- 17.4 where that member is removed from office under By-law 18; or
- 17.5 if the State Administrative Tribunal orders that the member be removed from office, whichever happens first.
- 18 Except where By-law 12 applies, the Strata Company may by special resolution remove and replace any member of the Council at any time and may, in the same or in a separate resolution, resolve who the replacement is to be until the next general meeting of the Strata Company. While there is a vacancy on the Council, the remaining members of the Council may continue to act

Part 4 – Consolidated set of by-laws

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

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

Governance by-laws

Act Prevails

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

By-laws binding on others

- 2 Without limiting section 45 of the Act, an Owner will ensure that its Occupiers comply with these By-laws in relation to their:
- 2.1 behaviour while present on its Lot or the Common Property; and
 - 2.2 use of either or both of its Lot or the Common Property.
- 3 In order to facilitate the operation of section 45 of the Act, where the context permits, a reference in these By-laws to an Owner includes a reference to the Occupiers of that Owner's Lot.

Indemnity for breach

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

Recovery of costs

- 5 Without limiting By-law 4, an Owner will pay on demand the whole of the Strata Company's costs (including Strata Manager fees, solicitor and own client costs) incurred in relation to any or all of the following:
- 5.1 recovering outstanding contributions levied by the Strata Company on that Owner pursuant to either or both sections 43 or 100 of the Act;
 - 5.2 recovering any outstanding amounts otherwise owing from the Owner to the Strata Company under either or both the Act or these By-laws;
 - 5.3 making good any damage to the Common Property caused by the Owner; or
 - 5.4 all proceedings taken by the Strata Company against the Owner.
- 6 The costs referred to in By-law 5 are recoverable by the Strata Company against the Owner as a liquidated debt and the Strata Company may take action for the recovery of those amounts in any court of competent jurisdiction.

Joint Liability

- 7 Without limiting section 100(6) of the Act, if at the time a person becomes an Owner of a Lot, the former owner of that Lot owes money to the Strata Company in connection with its Lot, the new Owner will be jointly and severally liable with the former owner for payment of that money to the Strata Company and By-law 5 will apply in relation to the recovery of any outstanding money.

Penalties

- 8 The breach of any of the By-laws for the Strata Scheme may result in a penalty being imposed by order of the State Administrative Tribunal under section 47 of the Act.

Version 1

Page 3 of 55

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



Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

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

The Applicant certifies that:

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

☐ and / ☐ or⁵

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

☐ and / ☐ or⁵

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

⁵ Select one.

Scheme By-laws

Strata Titles Act 1985 (STA)
Part 4 Division 4

Scheme Number: **82199**

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ **N/A** (strata company); or

(b) For new schemes:

The owner(s)² **1 Airlie St Claremont Pty Ltd ACN 628 788 241** of land the subject of the plan described as³ **Lot 550 on Deposited Plan 419808 Certificate of Title Volume 4037 Folio 990**

Part 2 – Select Option

☐ **Option 1 – Voluntary Consolidation⁴**

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

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

☒ **Option 2 – New Scheme**

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

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

☐ **Option 3 – Application to Amend**

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

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

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

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

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

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

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968106] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:06:35

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32

1 Airlie St Claremont Pty Ltd
ACN 628 788 241

26 April 2024

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

EV002762079 CONST



Dear Sir/Madam

Application to Register Scheme By-laws

Strata Scheme 82199 – Consent to creation of exclusive use by-laws

- 1 We, 1 Airlie St Claremont Pty Ltd ACN 628 788 241 (**Original Proprietor**), are the registered proprietor of Lot 550 on Deposited Plan 419808 (being the whole of the land in Certificate of Title Volume 4037 Folio 990) (**Land**).
- 2 We refer to our application to register strata scheme 82199 (**Strata Scheme**) which will subdivide the Land and in particular to our application to register new scheme by-laws in respect of the Strata Scheme (**Scheme By-laws**).
- 3 The Original Proprietor, as the owner of all of the lots in the Strata Scheme immediately after registration of the Strata Scheme, consents in accordance with section 43(5) of the Strata Titles Act 1985 to the making of the exclusive use by-laws contained in Schedule 1 by-laws 10-92, 106, 107, 113-115 of the Scheme By-laws.
- 4 Please call or email my legal representative from Lavan below if you have any queries.

Contact: Claudie Hughes

Phone: (08) 9288 6972

Email: claudie.hughes@lavan.com.au

Yours sincerely

SIGNED by Matthew Edmond Chau:)

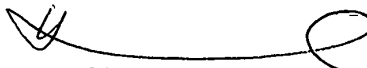
as Attorney for)

1 Airlie St Claremont Pty Ltd)
ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McKenna

Address: 22 Flinders St, Yorkine WA 6060

Occupation: Sales + Development Admin Manager

3450-6885-9434_1165870, v.1



Our ref: CTH:THM:1165870
Contact: Claudie Hughes
Direct Line: (08) 9288 6972
Email: claudie.hughes@lavan.com.au



1 William Street
Perth Western Australia 6000

Tel +61 8 9288 6000

Fax +61 8 9288 6001

lavan.com.au

26 April 2024

Landgate
1 Midland Square
MIDLAND WA 6056
By Hand

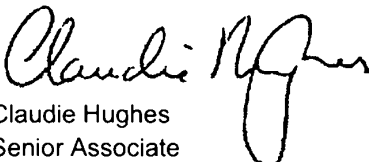
Dear Sir/Madam

Application to Register Scheme Plan 78232 (Plan)

- 1 Lavan are solicitors for 1 Airlie St Claremont Pty Ltd ACN 628 788 241, the registered proprietor of Lot 550 on Deposited Plan 419808 being the whole of the land in Certificate of Title Volume 4037 Folio 990 (**Land**).
- 2 We **enclose** the following documents to be lodged in relation to the Land (**Documents**):
 - 2.1 an application to register the Plan;
 - 2.2 statement to deal with land;
 - 2.3 scheme notice;
 - 2.4 application to register new scheme by-laws in respect of the Plan;
 - 2.5 letter of consent to the creation of exclusive use by-laws;
 - 2.6 notice to the designated interest holder with consent endorsed thereon by the designated interest holder (subdivision and schedule of unit entitlements); and
 - 2.7 consent letter from mortgagee for lodgement of easements.
- 3 We are authorised to request that the lodgement date of the Documents be amended to the same date that the Plan is placed "*in order for dealing*".

Please contact Claudie Hughes if you have any questions.

Yours sincerely


Claudie Hughes
Senior Associate

EV002762080 LTR



Please notify us if this communication has been sent to you by mistake. If it has been, any privilege between solicitor and client is not waived or lost and you are not entitled to use it in any way.





Approved Form 2019-74762
Effective for use from: 15/06/2022

SN

Notice to Designated Interest Holders for consent to subdivision and schedule of unit entitlements

Strata Titles Act 1985
Section 34

Date of Notice: 24 April 2024

Scheme Number: 82199

Land description (lot on plan and CT Volume/Folio): Lot 550 on Deposited Plan 419808
Certificate of Title Volume 4037 Folio 990 (Land)

Name of person(s) giving the notice: 1 Airlie St Claremont Pty Ltd ACN 628 788 241

Name of Person Notified: CBA Corporate Services (NSW) Pty Limited ACN 072 765 434

(being the holder of a designated interest¹ over the whole or part of the Land)

The Notifier requests your written consent to:

1. the subdivision of the Land by a strata titles scheme, as set out in Annexure A (subdivision); and
2. the schedule of unit entitlements, as set out in Annexure B (schedule of unit entitlements).

Written consent to be emailed to: claudie.hughes@lavan.com.au

or sent to the following address: Level 18, 1 William Street, PERTH WA 6000

EV002762081 NOTICE



¹ Refer to section 3(1) of the Act for the meaning of designated interest.



EXECUTION²

Date of Execution: 24 April 2024

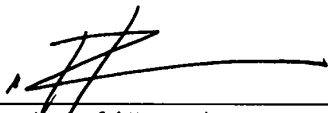
SIGNED by Matthew Edmond Chau:)

as Attorney for)

1 Airlie St Claremont Pty Ltd)

ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McCreanna

Address: 22 Flinders St, YORKINE WA 6000

Occupation: Sales + Developments Admin Manager.

² See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.



CONSENT

☐ I / ☒ We³, being the holder of a designated interest⁴ over the whole or part of the land,
CONSENT to the subdivision of the Land and the schedule of unit entitlements set out in Annexures
A and B to the Notice from 1 Airlie St Claremont Pty Ltd ACN 628 788 241 dated
24 April 2024.

SIGNED by: Loshitha Pathen
Associate Director
as Attorney for CBA Corporate Services)
(NSW) Pty Limited I 072 765 434)

[Signature]
(Signature of Attorney)

in the presence of:)

P/A number: **M489710**

Witness:

Name: HUYEN NGUYEN

Address: CBP NORTH, 1 HARBOUR ST, SYDNEY NSW 2000

Occupation: SENIOR ASSOCIATE

³ Select whichever is applicable.

⁴ Refer to section 3(1) of the Act for the meaning of designated interest.



LANDGATE COPY OF ORIGINAL NOT TO SCALE 17/10/2025 03:23 PM Request number: 68909021



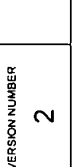
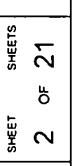
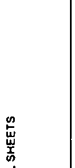
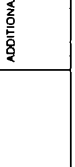
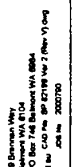
Landgate
landgate.wa.gov.au

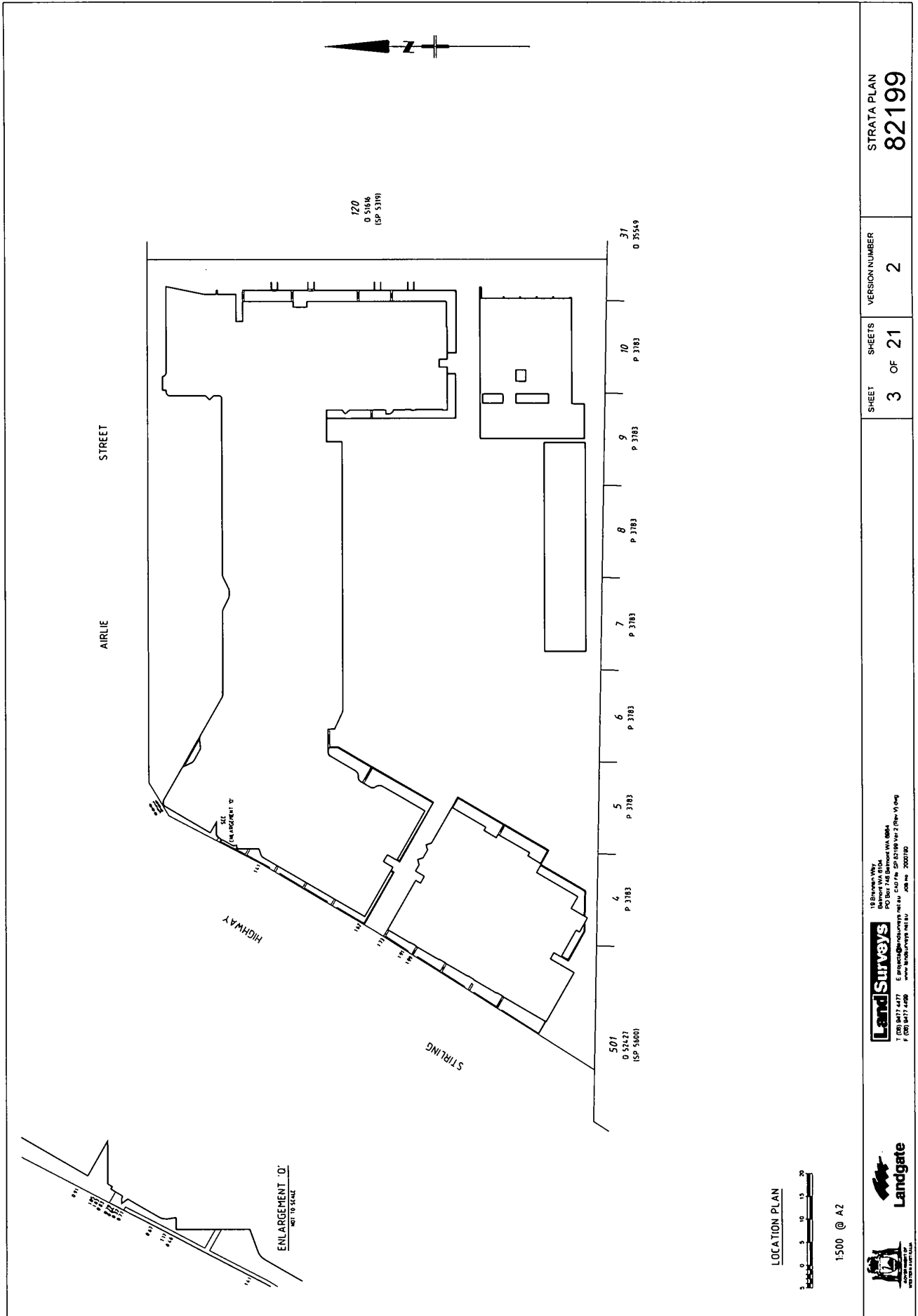
Lot	Total Area	Floor	Sheet
1	127	UG B UG	4.6
2	246	UG B UG	4.6
3	214	UG LG UG	5.6
4	190	UG LG UG	5.6
5	264	UG B UG	4.5.6
6	191	UG LG UG	5.6
7	234	UG LG UG	5.6
8	110	UG LG UG	5.6
9	109	UG LG UG	5.6
10	119	UG B UG	4.6
11	119	UG B UG	4.6
12	110	UG B UG	4.6
13	108	UG B UG	4.6
14	108	UG B UG	4.6
15	112	UG B UG	4.6
16	151	UG B UG	4.6
17	148	UG B UG	4.6
18	190	UG B UG	4.6
19	190	UG B UG	4.6
20	181	UG B UG	4.6
21	224	UG B UG	4.6
22	117	UG B UG	4.6
23	225	UG B UG	4.6
24	218	UG B UG	4.6
25	121	UG B UG	4.6
26	101	1 B 1	4.7
27	108	1 B 1	4.7
28	187	1 LG LG	5.7
29	159	1 LG LG	5.7
30	183	1 LG LG	5.7
31	148	1 LG LG	5.7
32	188	1 LG LG	5.7
33	94	1 LG LG	5.7
34	94	1 LG LG	5.7
35	94	1 LG LG	5.7
36	113	1 B 1	4.7
37	37	1 B 1	4.7
38	98	1 B 1	4.7
39	94	1 B 1	4.7
40	100	1 B 1	4.7
41	178	1 B 1	4.7
42	152	1 B 1	4.7
43	99	1 B 1	4.7
44	153	1 B 1	4.7
45	150	1 B 1	4.7
46	150	1 B 1	4.7
47	147	1 B 1	4.7
48	353	1 B 1	4.7
49	351	1 B 1	4.7
50	100	1 B 1	4.7
51	100	1 B 1	4.7
52	100	1 B 1	4.7
53	100	1 B 1	4.7
54	175	1 B LG	4.5.7
55	105	1 B 1	4.7
56	158	1 B 1	4.7
57	151	1 B 1	4.7
58	151	1 B 1	4.7
59	103	1 B B	4.7
60	114	2 B B	4.8
61	189	2 B B	4.8
62	189	2 B B	4.8
63	160	2 LG LG	5.8
64	182	2 LG LG	5.8
65	147	2 LG LG	5.8
66	190	2 LG LG	5.8
67	84	2 LG LG	5.8
68	84	2 LG LG	5.8
69	113	2 B B	4.8
70	113	2 B B	4.8
71	99	2 B B	4.8

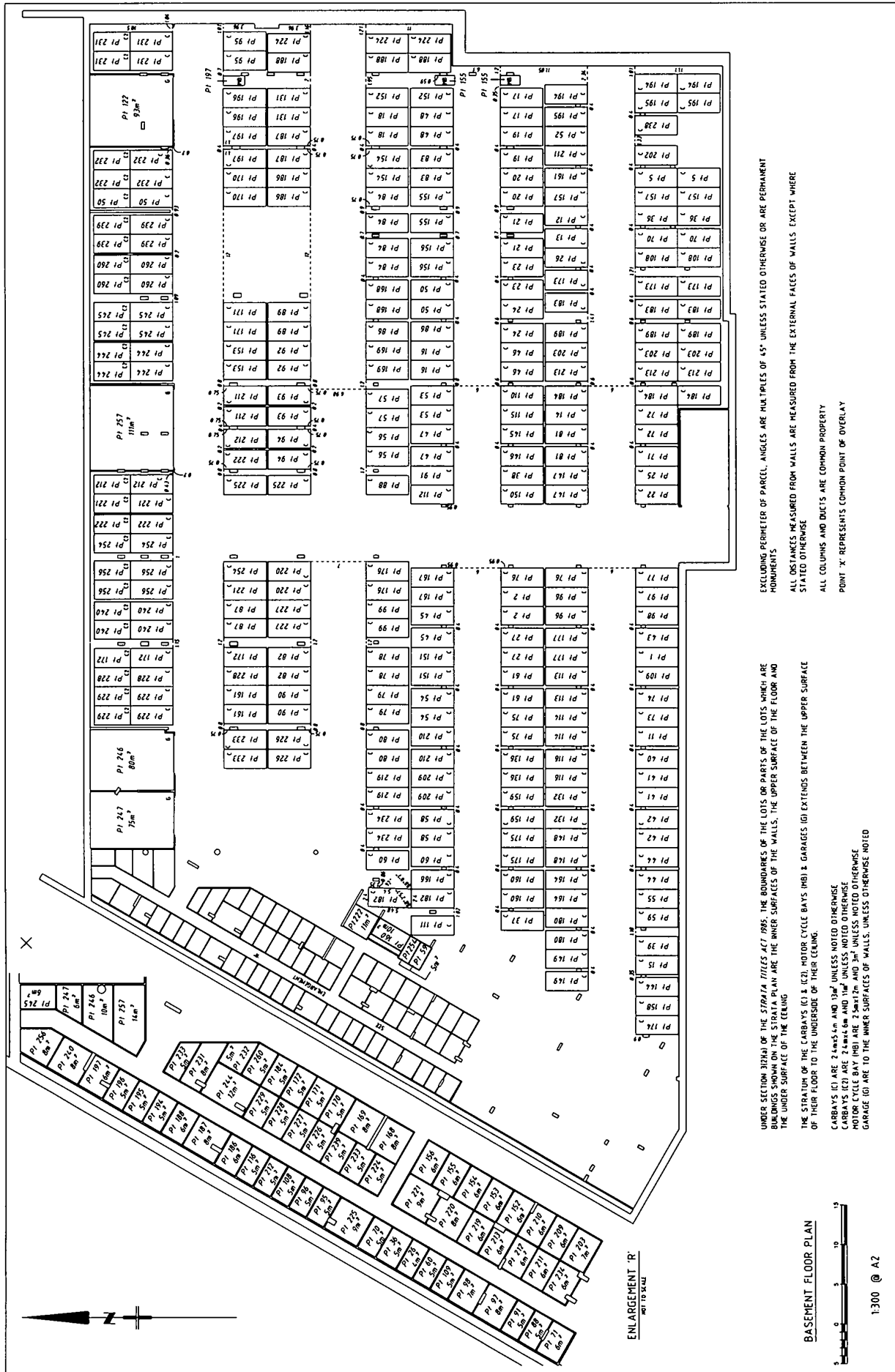
Lot	Total Area	Floor	Sheet
72	111	2 B 2	4.8
73	84	2 B 2	4.8
74	101	2 B 2	4.8
75	178	2 B 2	4.8
76	151	2 B 2	4.8
77	84	2 B 2	4.8
78	153	2 B 2	4.8
79	153	2 B 2	4.8
80	150	2 B 2	4.8
81	151	2 B 2	4.8
82	152	2 B 2	4.8
83	149	2 B 2	4.8
84	386	2 B 2	4.8
85	155	2 B 2	4.8
86	190	2 B 2	4.8
87	190	2 B 2	4.8
88	100	2 B 2	4.8
89	169	2 B 2	4.8
90	172	2 B 2	4.8
91	105	2 B 2	4.8
92	156	2 B 2	4.8
93	151	2 B 2	4.8
94	151	2 B 2	4.8
95	151	2 B 2	4.8
96	151	2 B 2	4.8
97	106	2 B 2	4.8
98	105	2 B 2	4.8
99	108	3 B 3	4.9
100	181	3 LG LG	5.9
101	158	3 LG LG	5.9
102	203	3 LG LG	5.9
103	149	3 LG LG	5.9
104	193	3 LG LG	5.9
105	96	3 LG LG	5.9
106	96	3 LG LG	5.9
107	96	3 LG LG	5.9
108	114	3 B 8	4.9
109	99	3 B 8	4.9
110	99	3 B 3	4.9
111	99	3 B 3	4.9
112	101	3 B 3	4.9
113	178	3 B 3	4.9
114	150	3 B 3	4.9
115	99	3 B 3	4.9
116	154	3 B 8	4.9
117	200	3 LG 3	5.9
118	152	3 LG 3	5.9
119	152	3 LG 3	5.9
120	152	3 LG 3	5.9
121	148	3 LG 3	5.9
122	418	3 B 3	4.9
123	155	3 LG 3	5.9
124	198	3 LG 3	5.9
125	258	3 LG 3	5.9
126	200	3 LG 3	5.9
127	200	3 LG 3	5.9
128	156	3 LG 3	5.9
129	154	3 LG 3	5.9
130	151	3 B 3	4.9
131	151	3 B 3	4.9
132	151	3 B 3	4.9
133	152	3 LG 3	5.9
134	101	3 LG 3	5.9
135	98	4 LG 4	5.10
136	199	4 LG 4	5.10
137	318	4 B 8	4.10
138	318	4 B 8	4.10
139	184	4 LG 4	5.10
140	234	4 LG 4	5.10
141	203	4 LG 4	5.10
142	113	4 LG 4	5.10
143	113	4 LG 4	5.10
144	98	4 B LG	4.5.10

Lot	Total Area	Floor	Sheet
145	97	4 B 4	4.10
146	94	4 B 4	4.10
147	114	4 B 4	4.10
148	174	4 B 4	4.10
149	146	4 B 4	4.10
150	98	4 B 4	4.10
151	262	4 B 4	4.10
152	257	4 B 4	4.10
153	221	4 B 4	4.10
154	263	4 B 4	4.10
155	312	4 B 4	4.10
156	290	4 B 4	4.10
157	326	4 B 4	4.10
158	101	5 B 5	4.11
159	108	5 B 5	4.11
160	210	5 B 5	4.11
161	268	5 B 5	4.11
162	178	5 B 5	4.11
163	150	5 LG 5	5.11
164	99	5 B 5	4.11
165	230	5 B 5	4.11
166	208	5 B 5	4.11
167	217	5 B 5	4.11
168	211	5 B 5	4.11
169	248	5 B 5	4.11
170	248	5 B 5	4.11
171	248	5 B 5	4.11
172	248	5 B 5	4.11
173	248	5 B 5	4.11
174	101	6 B LG	4.5.12
175	199	6 B 6	4.12
176	200	6 B 6	4.12
177	286	6 B 6	4.12
178	178	6 B 6	4.12
179	150	6 LG 6	5.12
180	112	6 B 6	4.12
181	243	6 B 6	4.12
182	215	6 B 6	4.12
183	214	6 LG 6	5.12
184	212	6 B 6	4.12
185	248	6 B 6	4.12
186	251	6 B 6	4.12
187	253	6 B 6	4.12
188	320	7 LG 2	5.8.13
189	358	7 LG 2	5.9.13
190	215	7 B 8	4.13
191	277	7 B 8	4.13
192	211	7 B 8	4.13
193	250	7 B 8	4.13
194	233	7 LG 4	5.10.13
195	258	8 LG 3	5.9.14
196	230	8 LG 3	5.9.14
197	248	8 B 8	4.14
198	243	8 B 8	4.14
199	202	8 LG 3	5.14
200	213	8 LG 3	5.14
201	278	8 LG 3	5.14
202	238	8 LG 3	5.14
203	251	8 B 8	4.15
204	229	8 B 8	4.15
205	247	8 B 8	4.15
206	247	8 B 8	4.15
207	247	8 B 8	4.15
208	247	8 B 8	4.15
209	247	8 B 8	4.15
210	247	8 B 8	4.15
211	247	8 B 8	4.15
212	247	8 B 8	4.15
213	247	8 B 8	4.15
214	247	8 B 8	4.15
215	355	9 LG 9	5.19

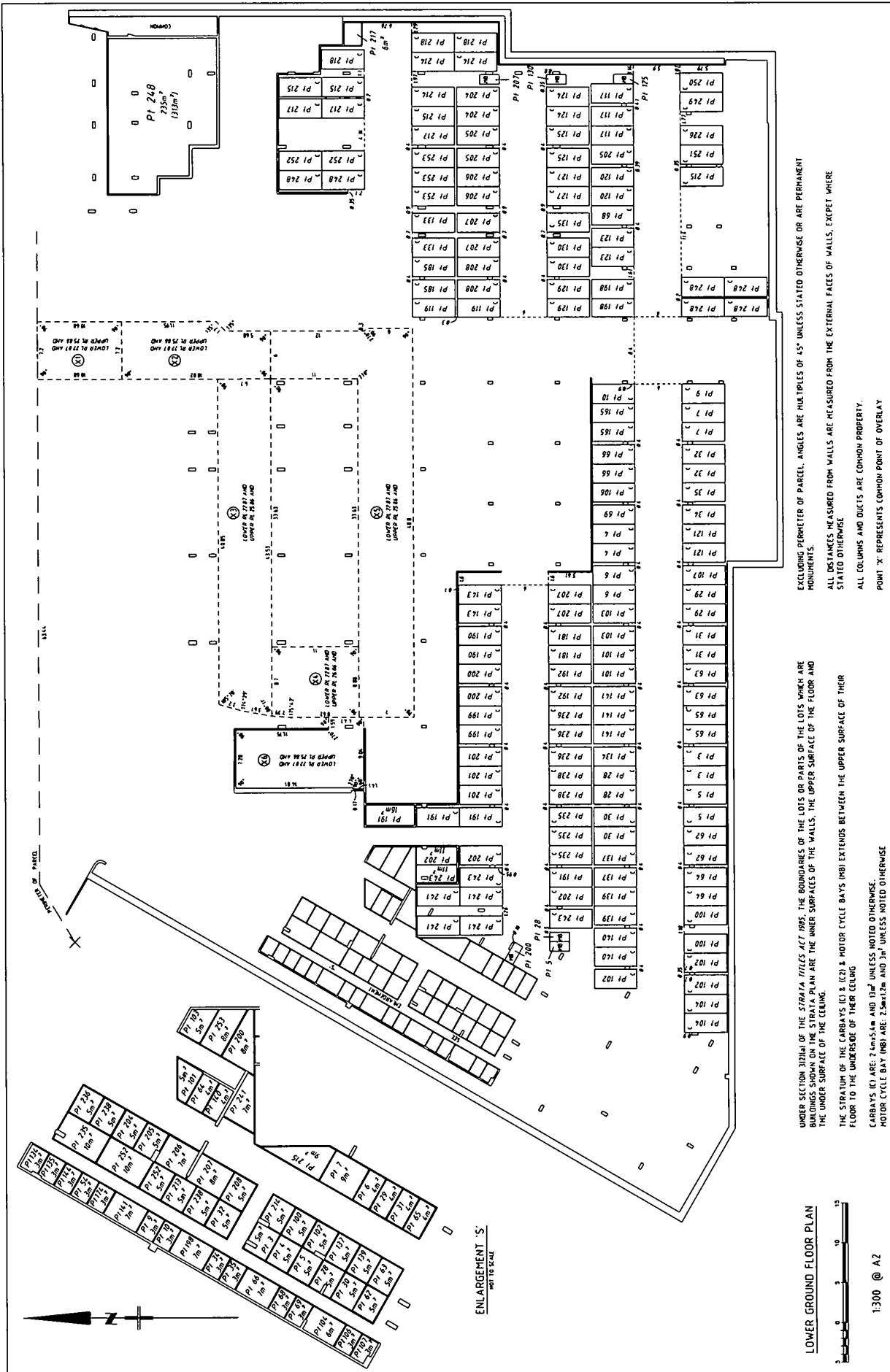
Lot	Total Area	Floor	Sheet
216	308	9 LG 9	5.19
217	308	9 LG 9	5.19
218	308	9 LG 9	5.19
219	308	9 LG 9	5.19
220	308	9 LG 9	5.19
221	308	9 LG 9	5.19
222	308	9 LG 9	5.19
223	308	9 LG 9	5.19
224	308	9 LG 9	5.19
225	308	9 LG 9	5.19
226	308	9 LG 9	5.19
227	308	9 LG 9	5.19
228	308	9 LG 9	5.19
229	308	9 LG 9	5.19
230	308	9 LG 9	5.19
231	308	9 LG 9	5.19
232	308	9 LG 9	5.19
233	308	9 LG 9	5.19
234	308	9 LG 9	5.19
235	308	9 LG 9	5.19
236	308	9 LG 9	5.19
237	308	9 LG 9	5.19
238	308	9 LG 9	5.19
239	308	9 LG 9	5.19
240	308	9 LG 9	5.19
241	308	9 LG 9	5.19
242	308	9 LG 9	5.19
243	308	9 LG 9	5.19
244	308	9 LG 9	5.19
245	308	9 LG 9	5.19
246	308	9 LG 9	5.19
247	308	9 LG 9	5.19
248	308	9 LG 9	5.19
249	308	9 LG 9	5.19
250	308	9 LG 9	5.19
251	308	9 LG 9	5.19
252	308	9 LG 9	5.19
253	308	9 LG 9	5.19
254	308	9 LG 9	5.19
255	308	9 LG 9	5.19
256	308	9 LG 9	5.19
257	308	9 LG 9	5.19
258	308	9 LG 9	5.19
259	308	9 LG 9	5.19
260	308	9 LG 9	5.19







STRATA PLAN	82199
SHEET	4 OF 21
VERSION NUMBER	2
SHEET	4 OF 21



STRATA PLAN
82199

VERSION NUMBER
2

SHEETS
5 OF 21

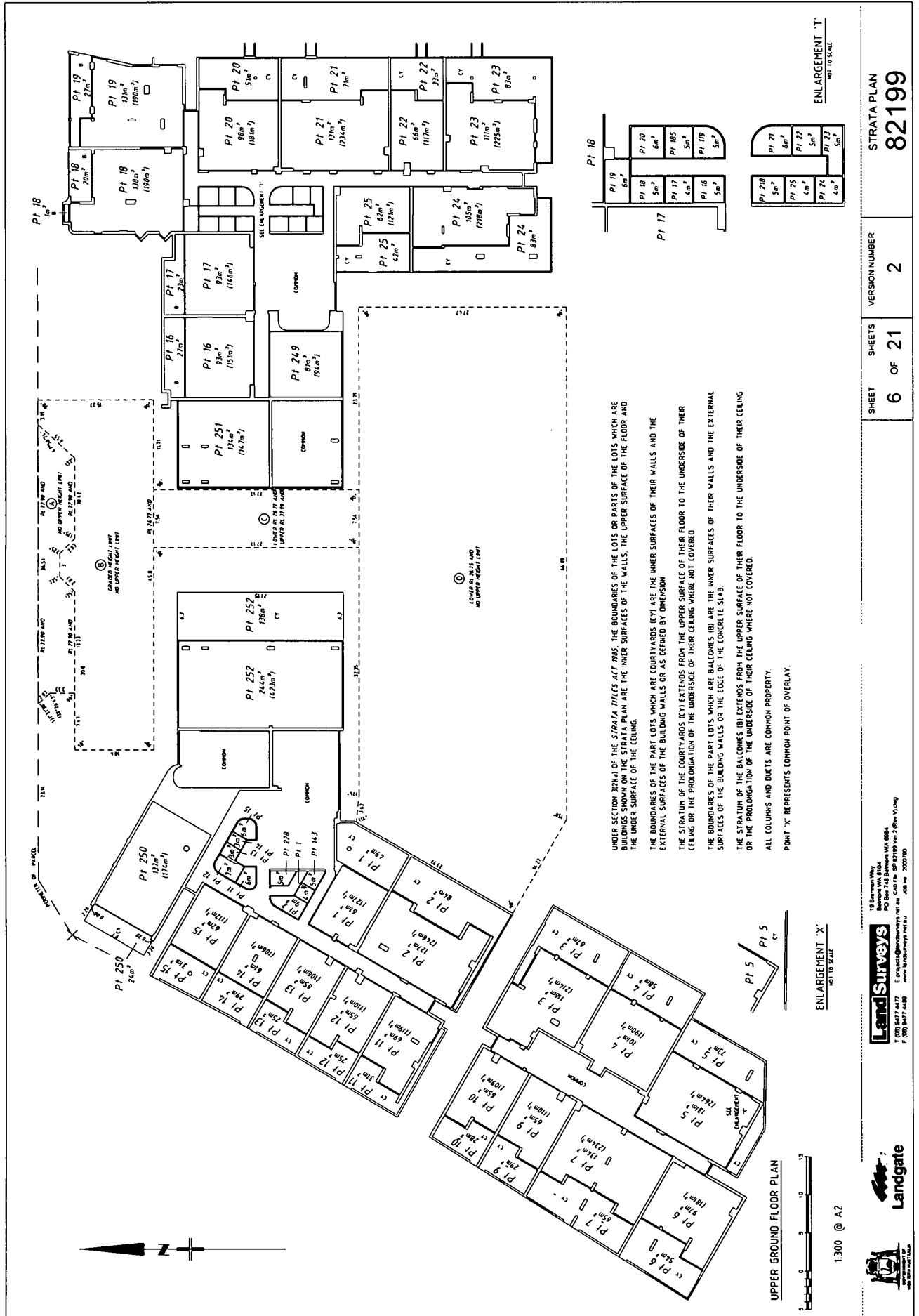
SHEET
5

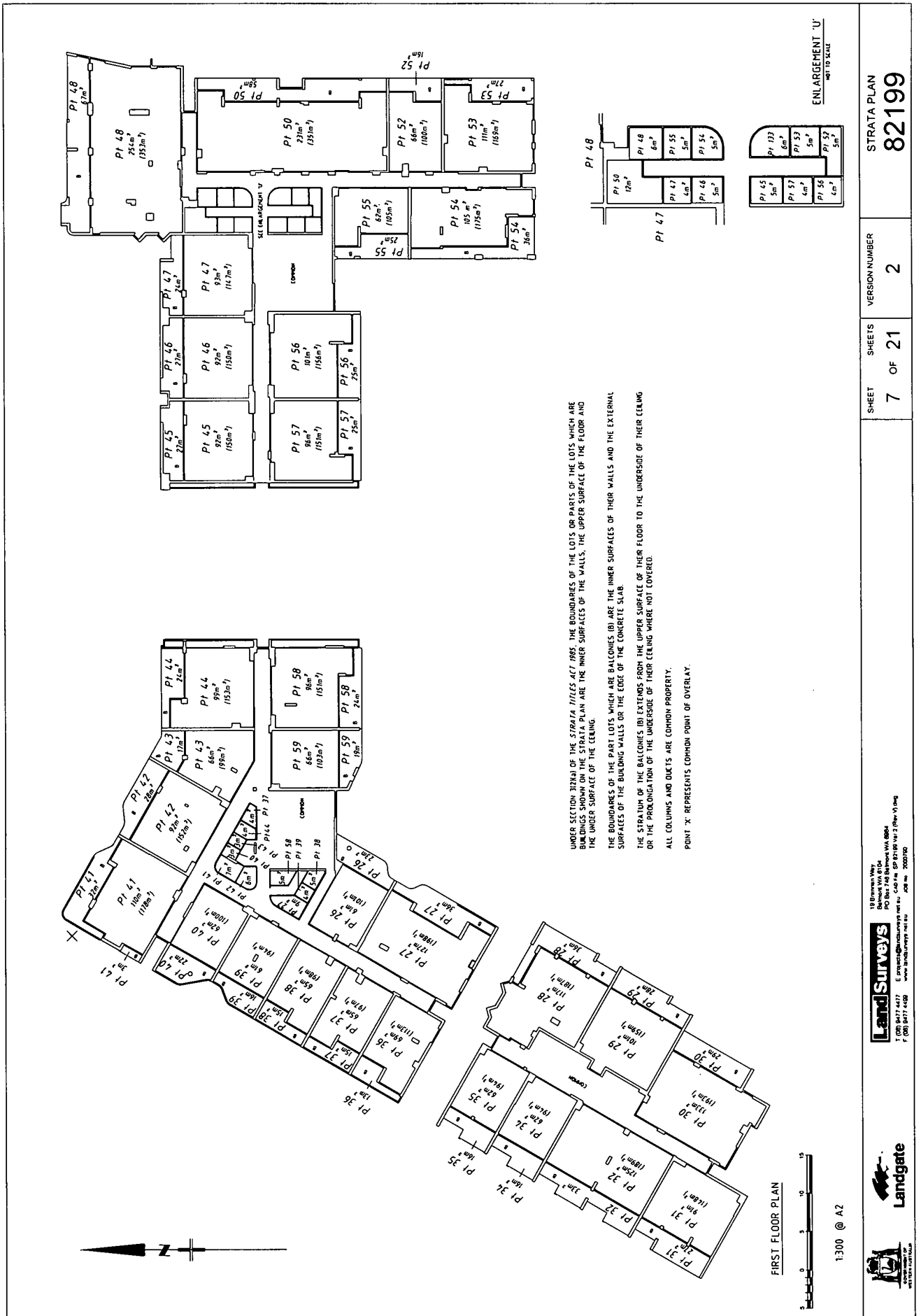
EXCLUDING PERIMETER OF PARCEL, ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.
ALL DISTANCES MEASURED FROM WALLS ARE MEASURED FROM THE EXTERNAL FACES OF WALLS, EXCEPT WHERE STATED OTHERWISE.
ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.
POINT 'X' REPRESENTS COMMON POINT OF OVERLAY

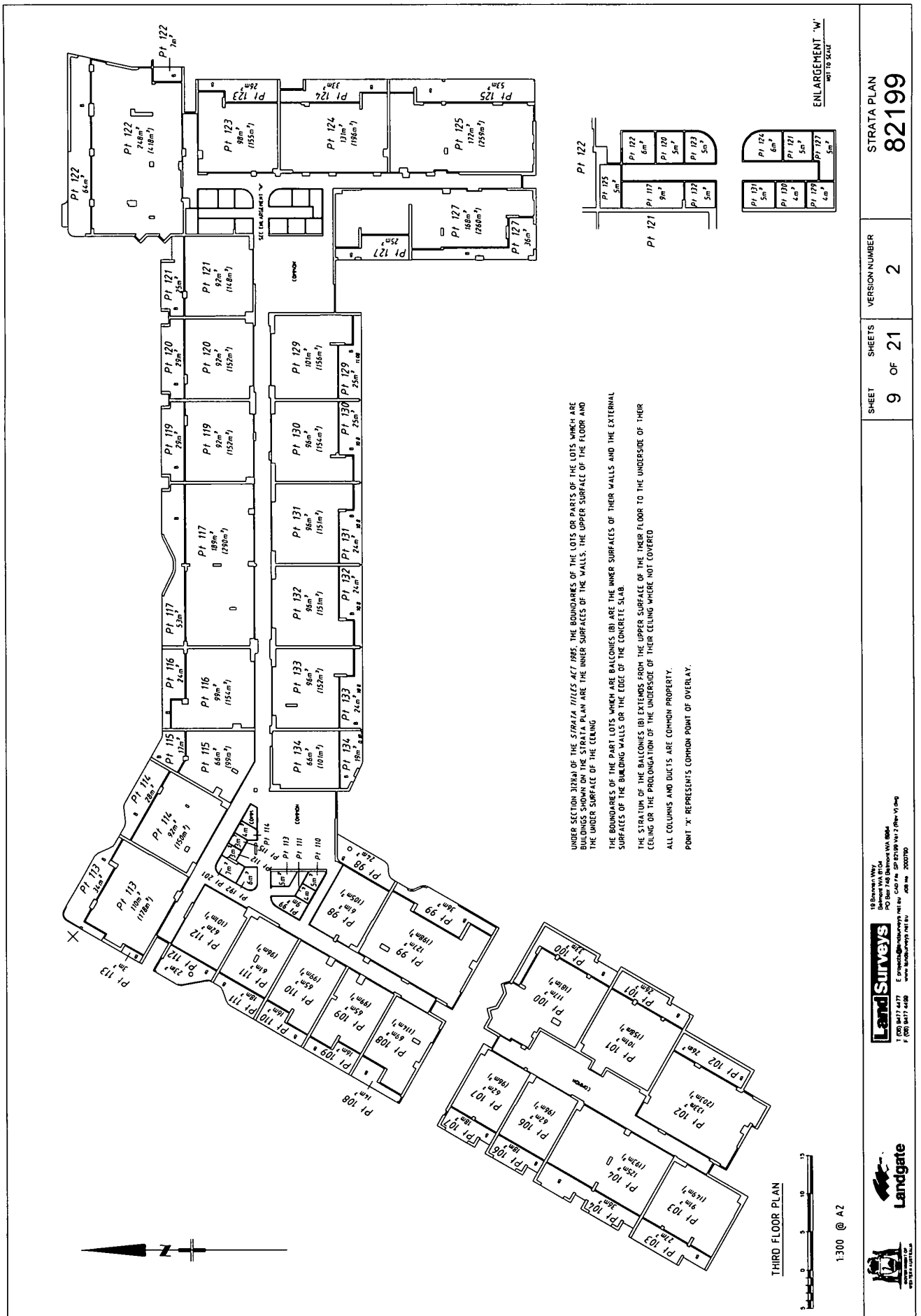
UNDER SECTION 30(1)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.
THE STRATUM OF THE CARBAYS (C1 & C2) & MOTOR CYCLE BAYS (MB1) EXTENDS BETWEEN THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING.
CARBAYS (C1) ARE 2.4m x 5.4m AND 10.2m UNLESS NOTED OTHERWISE.
MOTOR CYCLE BAY (MB1) ARE 2.4m x 1.7m AND 3m UNLESS NOTED OTHERWISE.

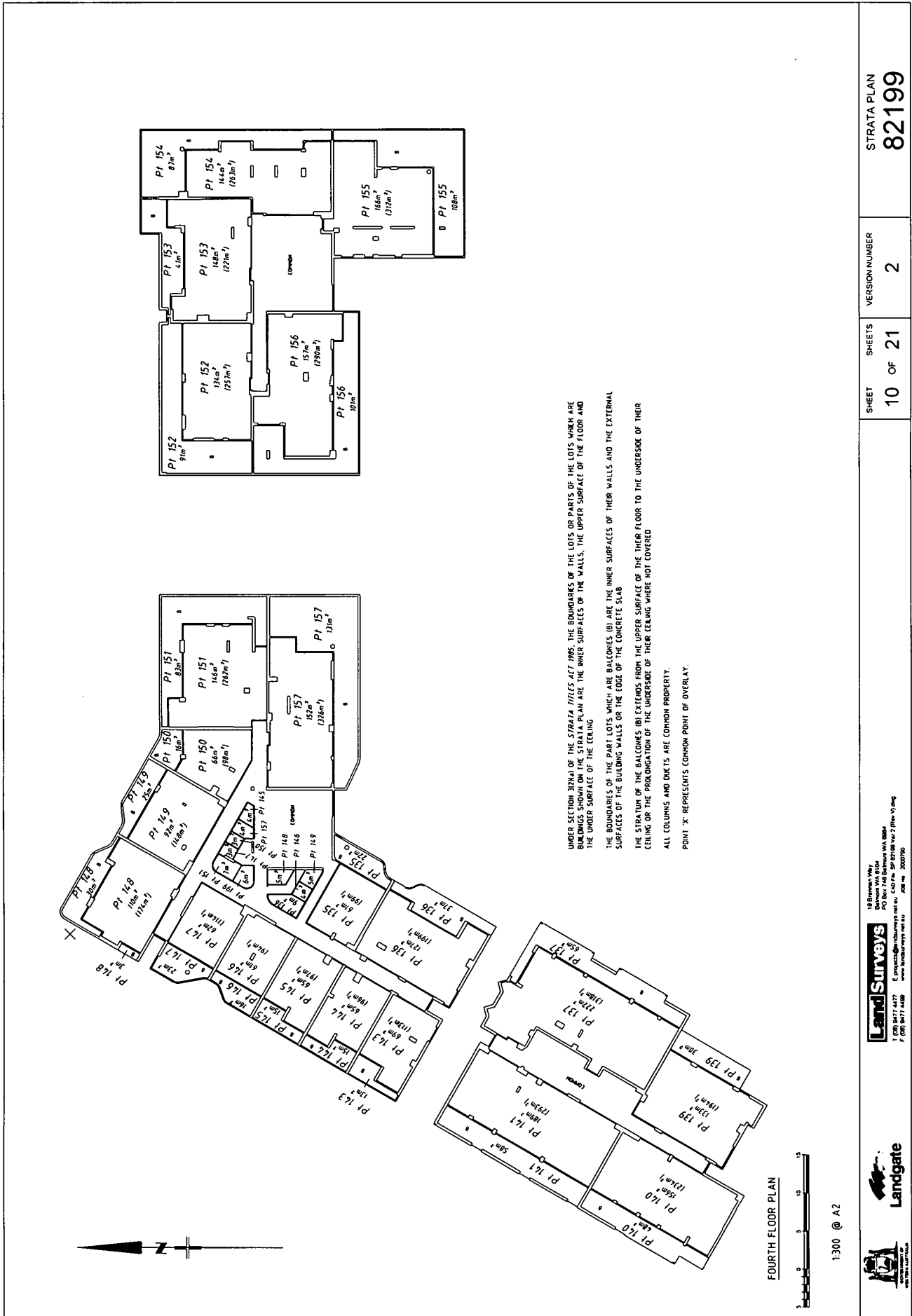
18 Bennett Way
PO Box 148 Bayswater WA 6004
T (08) 9477 4477 E info@landgate.com.au
F (08) 9477 4499 www.landgate.com.au

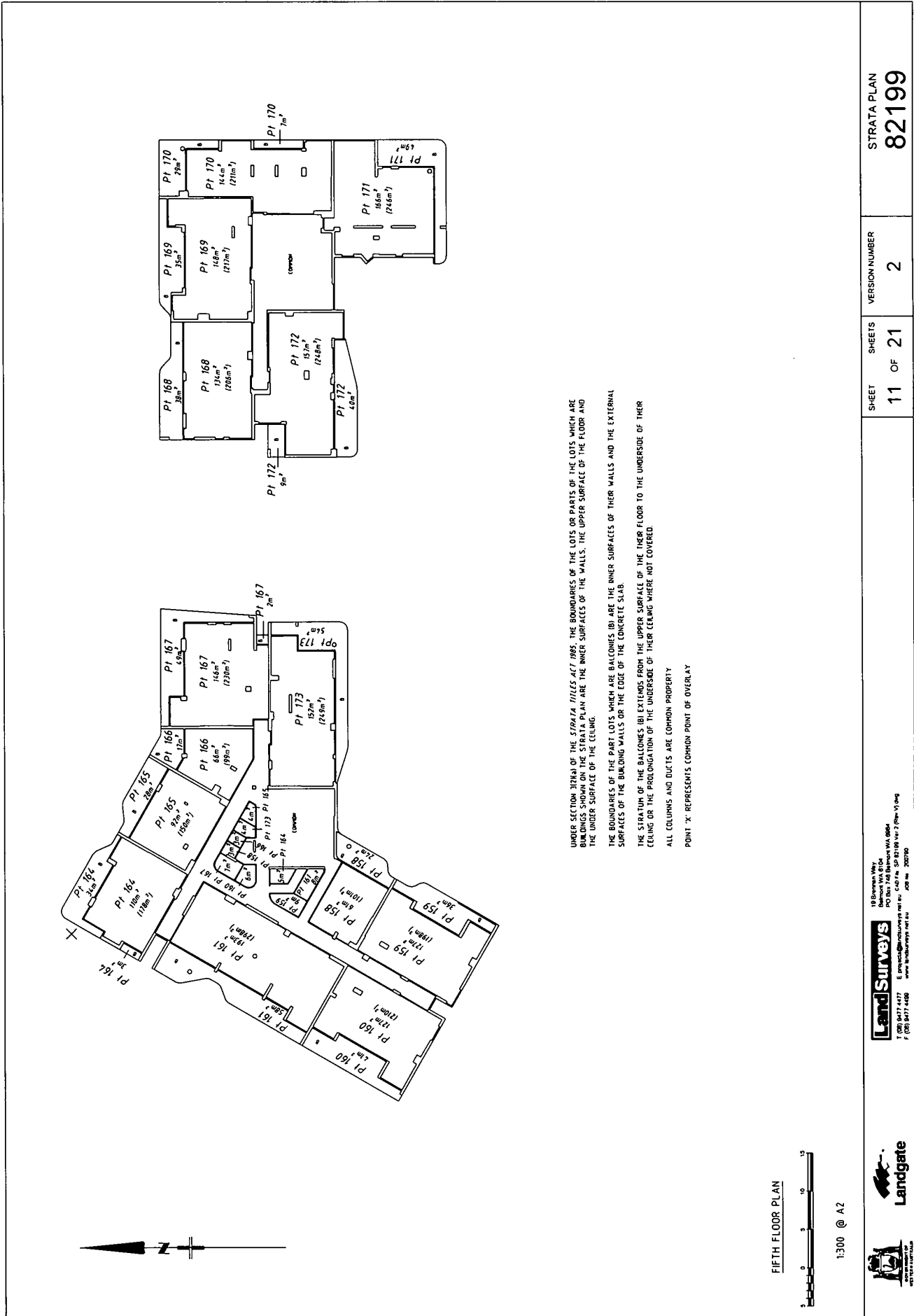


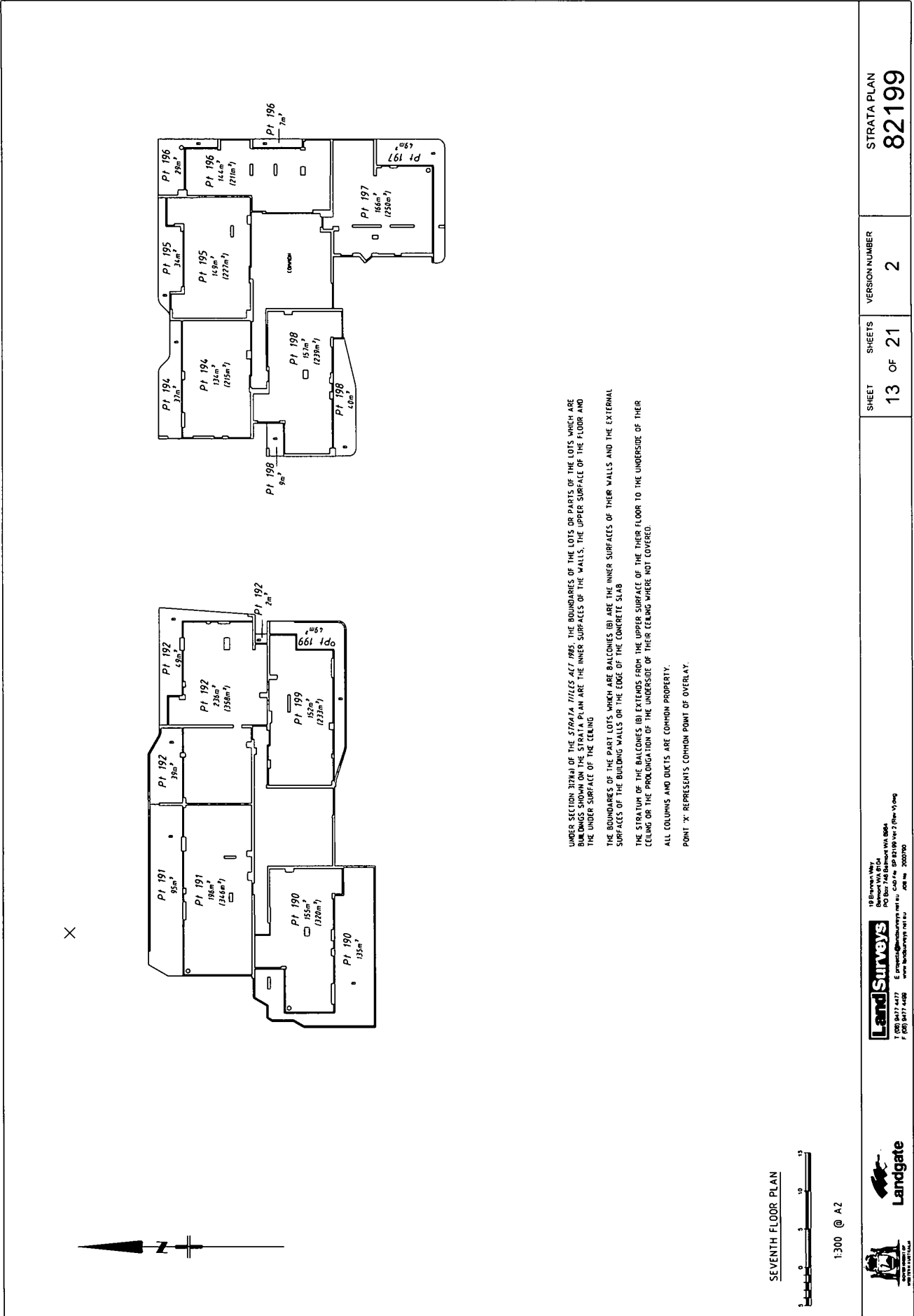


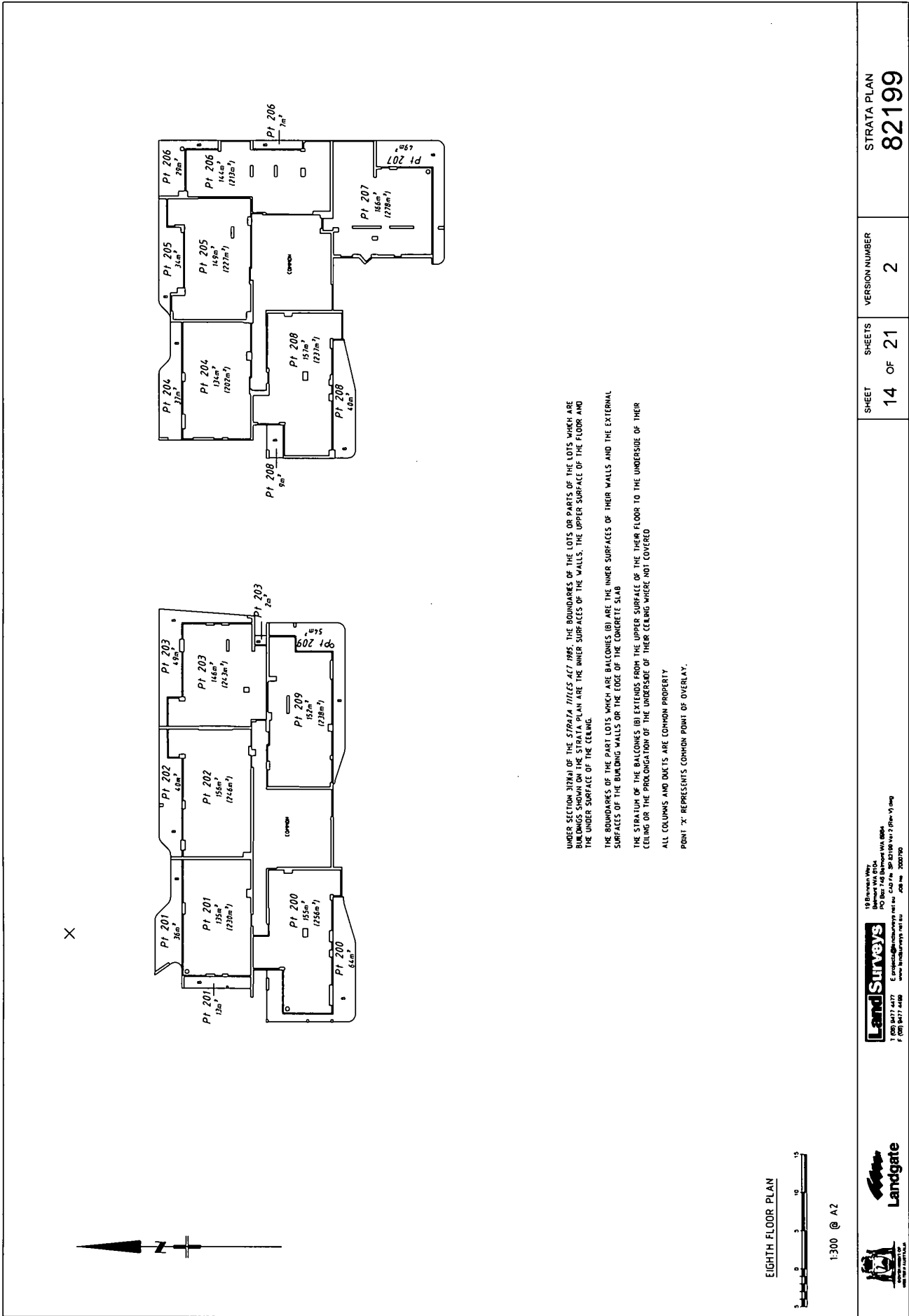












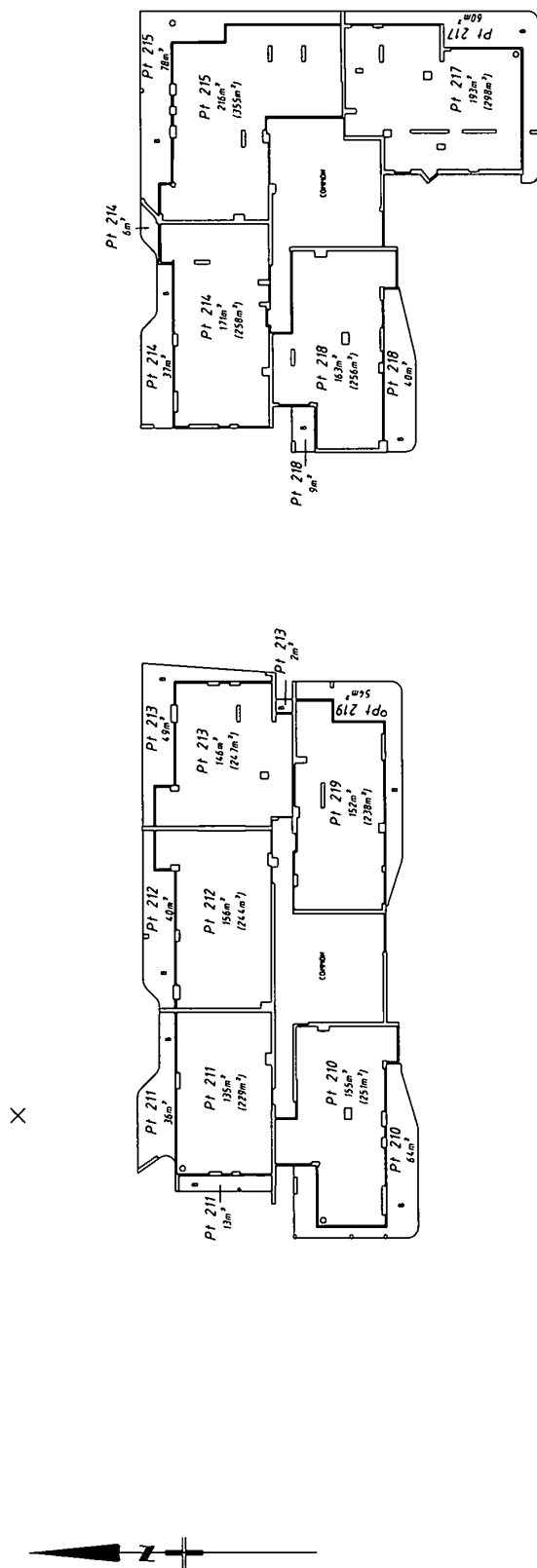
Land Surveys
19 Brunnen Way
Belconnen ACT 2617
PO Box 10000
Tel: 02 6207 4437 Fax: 02 6207 4439
www.landurveys.net.au



STRATA PLAN
82199

SHEET
14 OF **21**

VERSION NUMBER
2



UNDER SECTION 312K(4) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT "X" REPRESENTS COMMON POINT OF OVERLAY

NINTH FLOOR PLAN



1:300 @ A2



Land Surveys

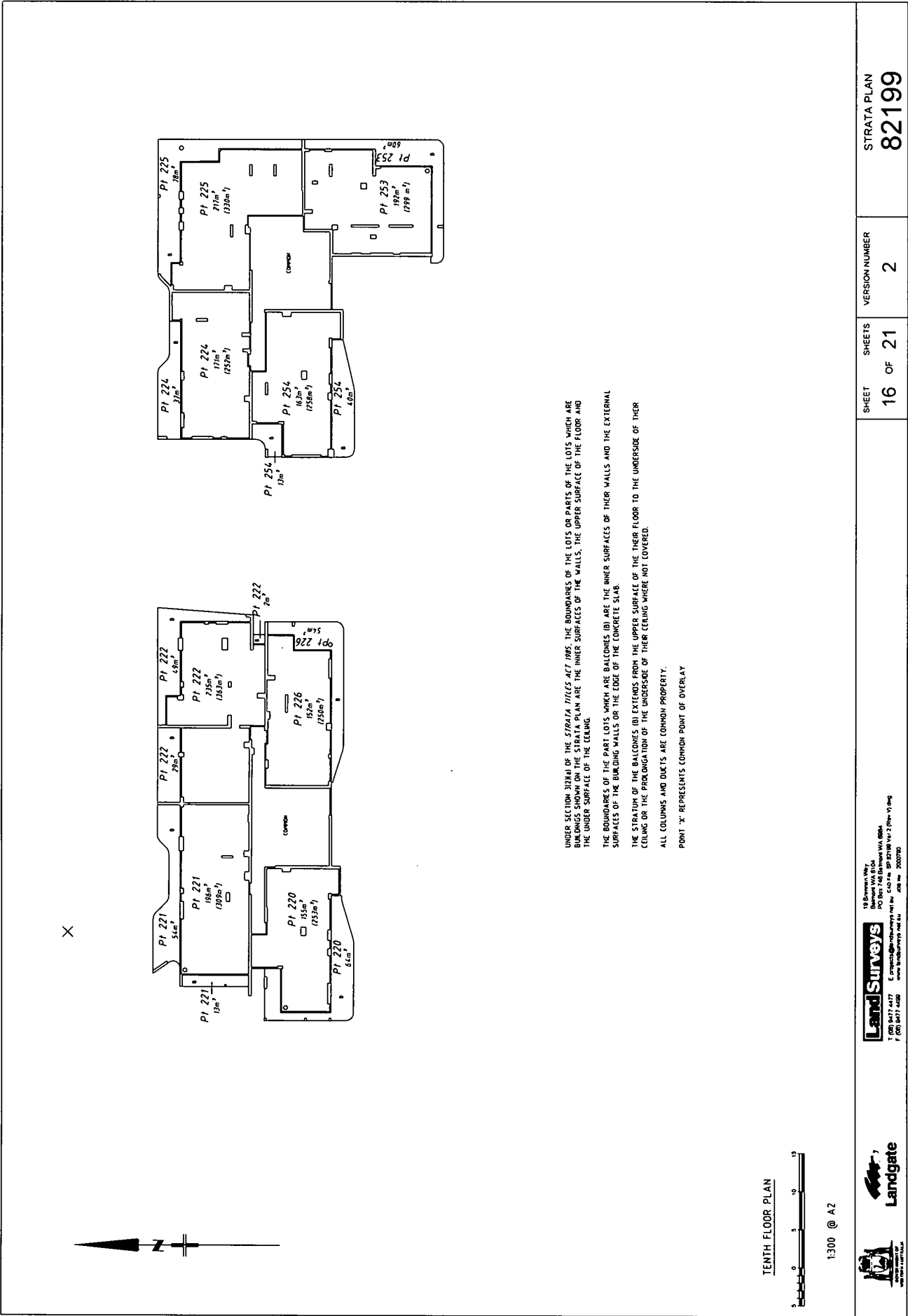
19 Brennan Way
Belmont WA 6104
PO Box 748 Belmont WA 6104

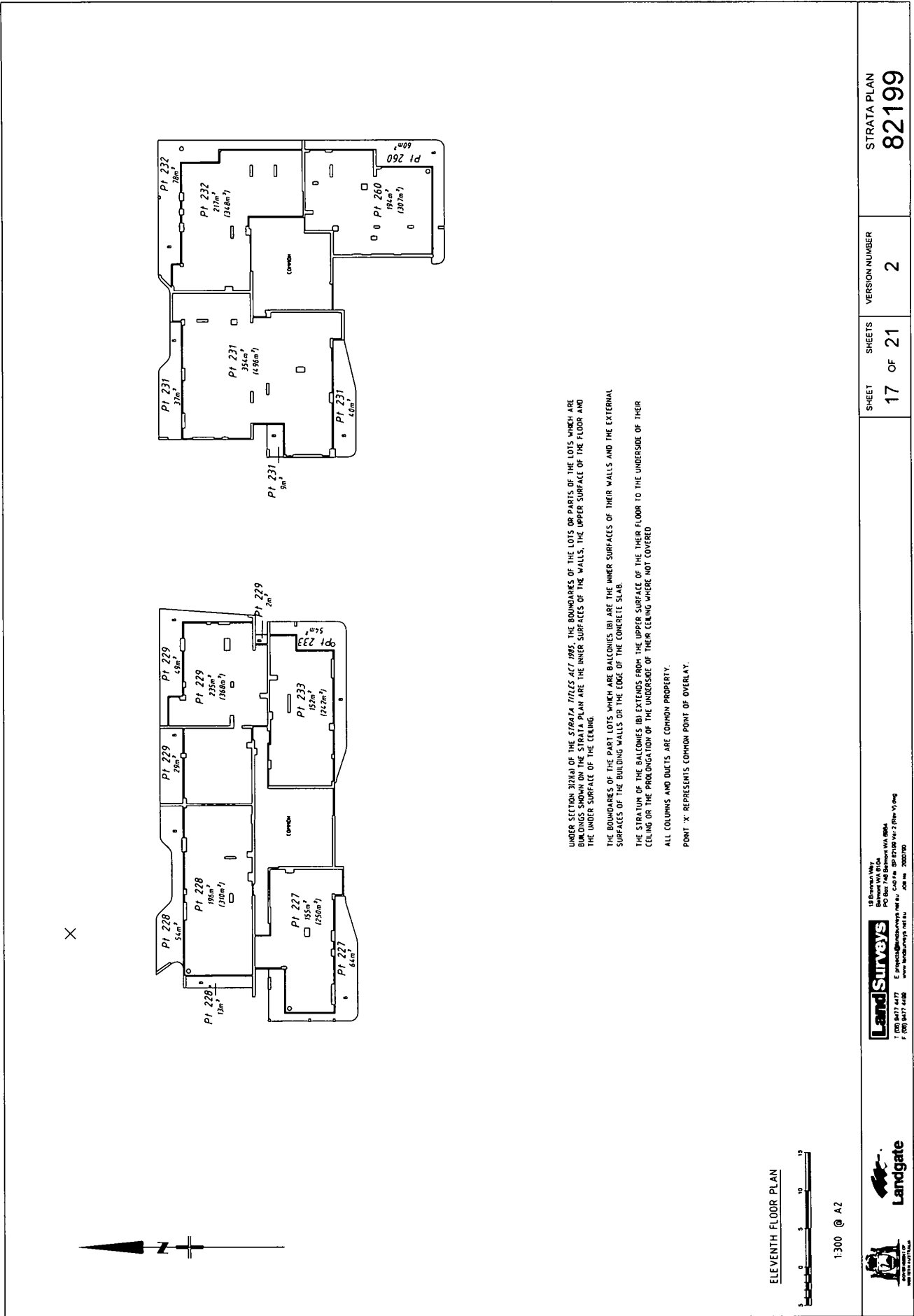
(08) 9477 4477 E projects@landsurveys.net.au C/O P 96 96 2130 V2 2 (Rev V) 09g
www.landsurveys.net.au 008 16 2002700
(08) 9477 4490

STRATA PLAN
82199

VERSION NUMBER
2

SHEET 15 OF 21 SHEETS







UNDER SECTION 317(a) OF THE STRATA TILES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT "X" REPRESENTS COMMON POINT OF OVERLAY.

TWELFTH FLOOR PLAN



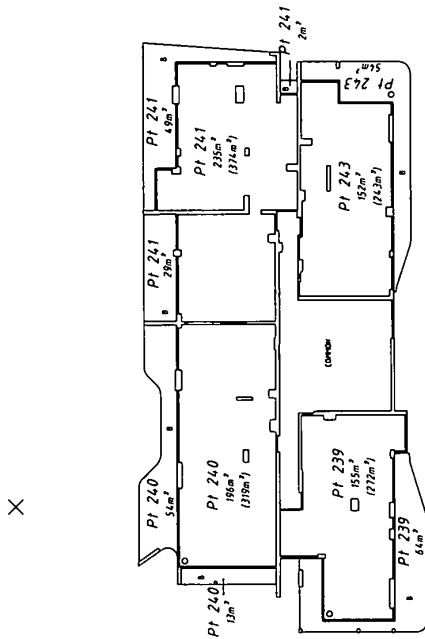
1:300 @ A2



Land Surveys

18 Green Way
Belmont WA 8104
PO Box 748 Belmont WA 8584
CAD file: \$27.98 Ver 2 (Rev V) Aug
E: projects@landsurveys.net.au AOL file: 30007160
(03) 9471 4477
(03) 9471 4450
www.landsurveys.net.au

SHEET 18 OF 21	SHEETS	VERSION NUMBER 2	STRATA PLAN 82199
-------------------	--------	---------------------	----------------------



UNDER SECTION 32(1)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRUT OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

THIRTEENTH FLOOR PLAN



1:300 @ A2

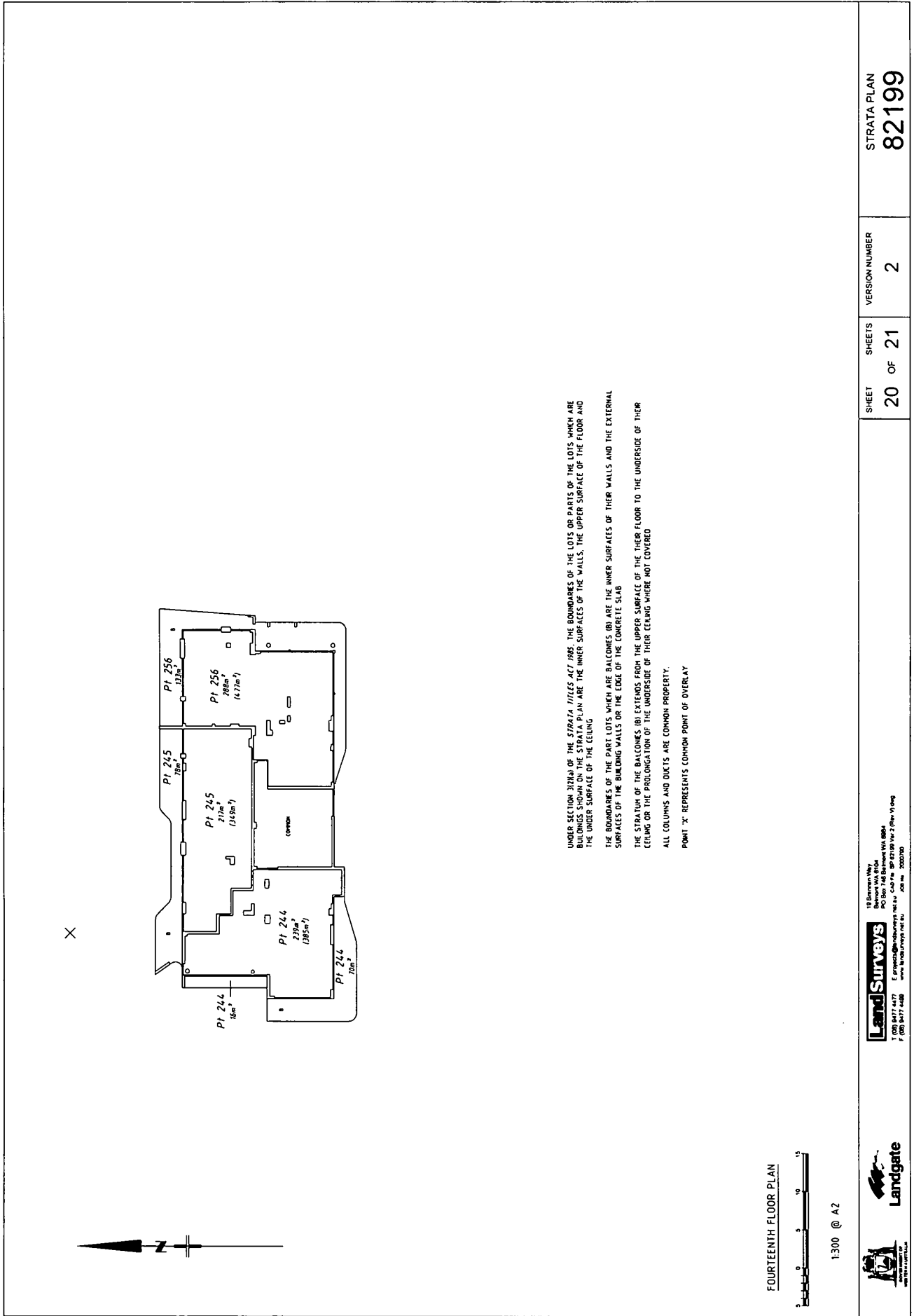


Land Surveys
18 Brunsvick Way
Bentley WA 6102
PO Box 740 Bentley WA 6102
T (08) 9477 4477 E enquiries@landsurveys.net.au C4274e SP 82188 Ver 2 (Rev V) .dwg
P (08) 9477 4488 www.landgate.net.au JOB No. 3003790

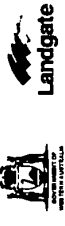
STRATA PLAN
82199

VERSION NUMBER
2

SHEET
19 OF 21

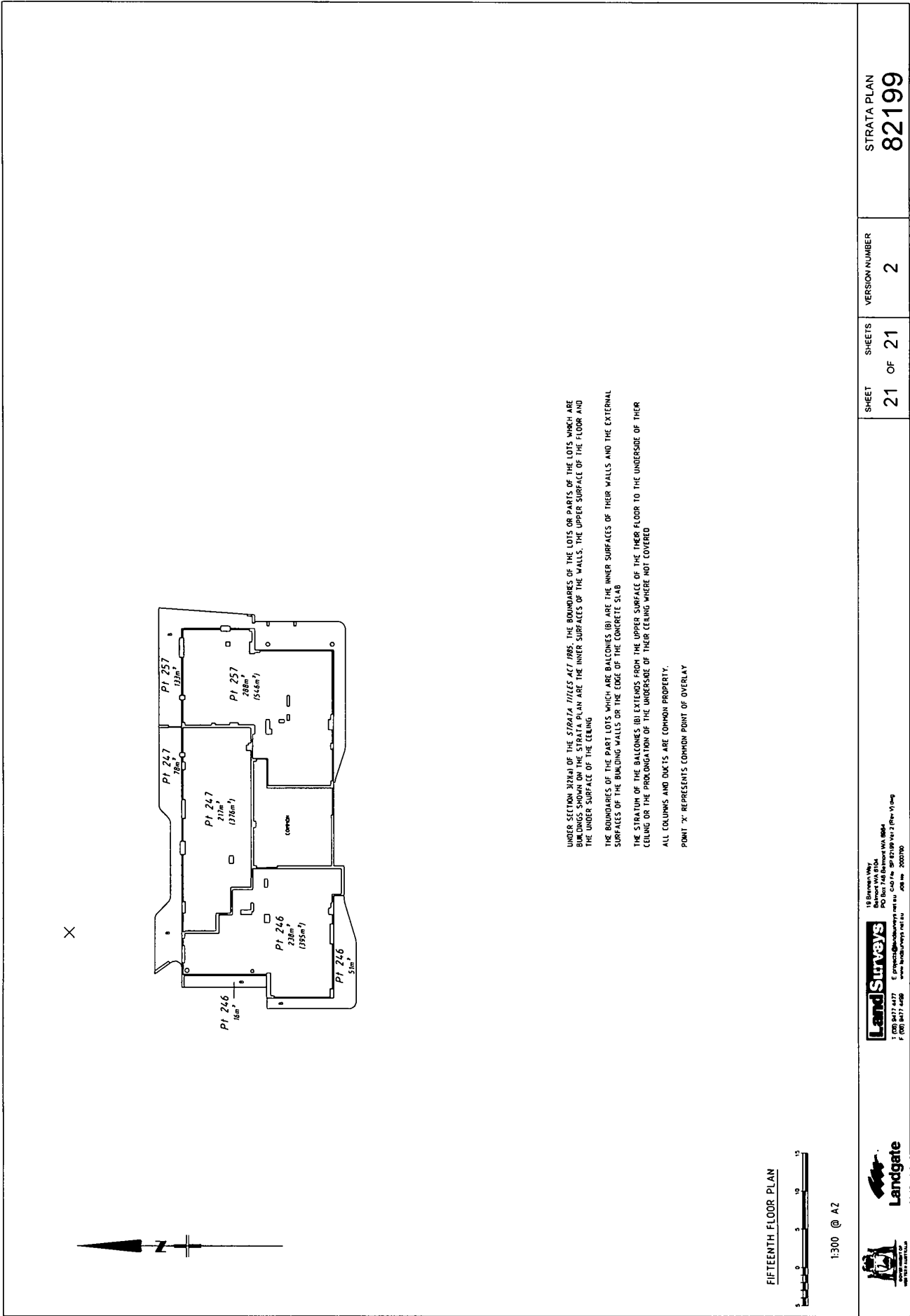


Land Surveys
 18 Berriman Way
 Berriman WA 6104
 PO Box 744 Berriman WA 6104
 T (08) 9417 4477 E projects@landsurveys.net.au G 08 9417 4477
 F (08) 9417 4428 W www.landsurveys.net.au A200000



STRATA PLAN
82199

SHEET
 20 OF 21
 VERSION NUMBER
 2



Land Surveys
 18 Brennan Way
 Belmont WA 6104
 PO Box 748 Belmont WA 6104
 G: 9455 4444
 F: (08) 9477 4450
 www.landgate.com.au



STRATA PLAN
82199

VERSION NUMBER
2

SHEET
21 OF **21**





Annexure B

Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021



Legislation

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Unit Entitlement Schedule

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
1	16
2	36
3	32
4	25
5	37
6	23
7	32
9	15
10	15
11	19
12	15
13	15
14	15
15	15
16	23
17	23
18	38
19	36
20	25
21	32
22	16
23	26
24	26
25	16
26	16
27	36
28	32
29	25
30	36
31	23
32	35

Lot Number	Unit Entitlement
86	25
87	33
88	16
89	27
90	27
91	16
92	25
93	25
94	25
95	25
96	25
97	16
98	17
99	38
100	35
101	26
102	38
103	24
104	39
106	17
107	17
108	20
109	17
110	17
111	17
112	17
113	28
114	25
115	17
116	26
117	52

Lot Number	Unit Entitlement
173	51
174	19
175	43
176	43
177	63
180	33
181	28
182	20
183	52
184	50
185	52
186	51
187	52
188	53
189	53
190	58
191	83
192	96
194	53
195	55
196	54
197	55
198	55
199	55
200	58
201	59
202	60
203	59
204	55
205	57
206	56

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
34	15
35	15
36	19
37	15
38	15
39	15
40	15
41	26
42	24
43	16
44	25
45	24
46	24
47	24
48	77
50	60
52	16
53	26
54	26
55	16
56	24
57	24
58	24
59	16
60	17
61	37
62	34
63	25
64	37
65	24
66	37
68	16
69	16
70	19
71	16
72	17
73	16
74	16
75	27
76	25
77	17
78	25
79	25
80	25
81	25
82	25

Lot Number	Unit Entitlement
119	26
120	26
121	26
122	94
123	26
124	34
125	46
127	48
129	26
130	26
131	26
132	26
133	26
134	17
135	17
136	40
137	63
139	40
140	48
141	61
143	22
144	17
145	17
146	17
147	18
148	30
149	26
150	18
151	50
152	48
153	49
154	50
155	51
156	51
157	51
158	18
159	41
160	41
161	62
164	31
165	27
166	18
167	50
168	48
169	51
170	50

Lot Number	Unit Entitlement
207	59
208	57
209	57
210	60
211	61
212	61
213	61
214	73
215	98
217	83
218	65
219	59
220	63
221	89
222	104
224	76
225	102
226	62
227	67
228	92
229	109
231	154
232	108
233	66
234	69
235	96
236	113
238	69
239	73
240	99
241	116
243	71
244	124
245	121
246	130
247	127
248	49
249	15
250	28
251	28
252	54
253	86
254	68
256	149
257	158
260	90

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
83	25
84	81

Lot Number	Unit Entitlement
171	51
172	51

Sum of all unit entitlements of all lots in the strata titles scheme: 10000

CERTIFICATE OF LICENSED VALUER

I, Brad Dawson, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

26th February 2024
Date



Digitally signed by Brad Dawson
Date: 2024.04.19 14:57:05
+08'00'

Licensed Valuer Signature

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

EMBOSSSED COMMON SEAL

OFFICE USE ONLY

P968107 E

26 Apr 2024 14:54:37 Perth



LODGED BY McLeods Lawyers
ADDRESS 220 Stirling Highway
CLAREMONT WA 6010
PHONE No. 9383 3133
FAX No. 9383 4935
REFERENCE No. FG:CLAR:46802 POS Easement
ISSUING BOX No. 346K

PREPARED BY McLeods Lawyers
ADDRESS 220 Stirling Highway
CLAREMONT WA 6010
PHONE No. 9383 3133 FAX No. 9383 4935

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. Walter Received Items
2. Letter Nos. (5)
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.

EXECUTED by the parties as a Deed:

EXECUTED by 1 AIRLIE ST CLAREMONT
PTY LTD (ACN 628 788 241) pursuant to
Section 127 of the Corporations Act:

Paul Benjamin Blackburne

Full Name of Sole Director & Sole Secretary



Signature of Sole Director & Sole Secretary

THE COMMON SEAL of the TOWN OF
CLAREMONT was hereunto affixed in the
presence of:



MAYOR

JOHN GILBERT BARKER

(Print Full Name)



CHIEF EXECUTIVE OFFICER

Elizabeth Joan Ledger

(Print Full Name)

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

MORTGAGEE'S CONSENT

CBA CORPORATE SERVICES (NSW) PTY LIMITED being the Mortgagee under Mortgage O820734 HEREBY CONSENTS to this Deed and to the grant of easement contained herein.

DATED the 19th day of October 2023.

[Handwritten Signature]

Signed for and on behalf of
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 by
Lishitha Pathar (Associate Director)
as duly appointed attorney appointed under
Power of Attorney Book Number
dated November 20 who by executing
this deed confirms that there has been no
notice received of revocation of the Attorney
in the presence of

[Handwritten Signature]
Signature of Witness Signed

WARREN LAW
Name of Witness

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

SCHEDULE

ITEM 1: SERVIENT TENEMENT

Common Property on Strata Plan 82199.

ITEM 2: SPECIFIED ENCUMBRANCES:

1. Mortgage O820734; and
2. Notification P606313.

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.

Unless the context otherwise requires a reference to a clause is a reference to a clause of this deed, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.

Where applicable, a reference to a person includes a body corporate and reference to a body corporate includes a natural person.

8.2 Notices

Any notice, or other communication to or by a party under this deed:

(a) must be in writing and given:

(i) in the case of the Grantor - to the address of the Grantor shown on the Certificate of Title for the Servient Tenement; and

(ii) in the case of the Grantee - to the address of the Grantee shown on this deed,

or to any other address specified by any party to the sender by notice;

(b) must be signed by the sender or an attorney, or a director or secretary or under the common seal of the sender or by the chief executive officer or by a solicitor on behalf of the sender; and

(c) will be treated as having been given by the sender and received by or served on the addressee:

(i) if by delivery in person - when delivered to the addressee; and

(ii) if by registered post - on the day which is the third Business Day after the date of posting.

9. INTERPRETATION

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this deed.

7. GRANTEE'S COVENANTS AND ACKNOWLEDGEMENTS

The Grantee acknowledges that:

- (a) the rights created in this Easement are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld;
- (b) subject to **clause 3**, in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold its consent PROVIDED THAT access through or to the Easement is not in the opinion of the Grantee unreasonably impeded;
- (c) the Easement is limited to pedestrian movement over the Easement Area and nothing in this deed, entitles any person to bring onto or use a Motor Vehicle on the Easement Area, except where necessary to undertake any repair or maintenance to the Easement Area or to permit access to emergency vehicles in the event of an emergency; and
- (d) this Easement shall not prevent the Grantor or any other party authorised by the Grantor placing furniture, signage, rubbish bins and other removable or non-removable items within those portions of the Easement Area depicted with the letters "B", "C" and "D", subject to any applicable statutory requirements and provided the rights of access granted pursuant to this Easement are not unreasonably restricted.

8. GENERAL

8.1 Further assurances

Each party agrees to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this deed; and register this deed at Landgate.

- (a) loss of any kind;
- (b) loss, injury or damage of or to any kind or property; and
- (c) death, injury or sickness of any person,

directly or indirectly caused by or arising out of or in connection with:

- (d) any work carried out by or on behalf of the Grantee on or near the Easement Area;
and
- (e) any default of the Grantee in the due and punctual performance of, or compliance with, any of its covenants and obligations; and
- (f) any negligent act or omission of the Grantee.

6. GRANTOR'S FURTHER COVENANTS

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

The Grantor has full power to make the grant set out in this deed and assures the Grantee that subject to clause 3, such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times at the request of the Grantee do all such lawful things for more perfectly assuring the grant set out in this deed as the Grantee reasonably requires.

(iv) the entry by the Grantee into this Easement and the entitlement of the Grantor pursuant to **clause 3(b)** shall not in any way fetter the statutory discretion of the Grantee under any written law.

(d) The Grantor acknowledges that the Easement Area may be accessed by invitees of owners and tenants of lots within Strata Scheme 81299 outside the hours of sunrise to sunset.

4. REPAIR AND MAINTENANCE OF EASEMENT AREA

(a) The Grantor agrees at its cost to maintain the Easement Area to a reasonable standard and to the reasonable satisfaction of the Grantee and to carry out any repairs necessary to ensure that the Easement Area is in a safe and tidy condition.

(b) If the Grantor fails to undertake any repair or maintenance to the Easement Area which the Grantor is required to undertake under **clause 4(a)**, the Grantee may give the Grantor a notice requiring the Grantor to undertake that repair or maintenance.

(c) If the Grantor fails to undertake repair or maintenance within 10 Business Days after a notice is given to the Grantor under **clause 4(b)** the Grantee will be entitled to undertake that repair or maintenance at the cost of the Grantor, such cost to be a liquidated debt recoverable from the Grantor in a court of competent jurisdiction.

(d) The Grantor may install CCTV cameras or other security devices in, on and around the Easement Area.

5. INDEMNITY

The Grantee agrees to indemnify and keep indemnified the Grantor and its respective employees and agents from and against all loss, liability, actions, claims, costs, proceedings, suits, and demands whatsoever (whether arising, founded on or based in contract, tort or in statute or any combination thereof) which they may suffer or incur or which may at any time be brought, maintained or made against all or any one of them in respect of any:

3. OBSTRUCTION AND TEMPORARY CLOSURE OF EASEMENT

(a) Subject to sub-clause (b), the Grantor shall not:

- (i) construct or place or suffer to be constructed or placed, any obstruction on the Easement Area which would inhibit the exercise of the rights by the Grantee and the public at large to pass over the Easement Area; or
- (ii) use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the exercise of the rights by the Grantee and the public at large under this deed;

without the prior written approval of the Grantee, which approval the Grantee must not unreasonably withhold or delay.

(b) temporarily place, or permit to be placed, furniture associated with alfresco dining during the normal business hours of adjoining business premises within the Easement Area provided that adequate pedestrian access through the Easement Area is maintained during the Access Hours to the reasonable satisfaction of the Grantee.

(c) The Grantor acknowledges that any:

- (i) community event or activity to be held by the Grantor in the Easement Area in accordance with this clause; or
- (ii) alfresco dining proposed to be situated within that portion of the Easement Area as is marked with the letter "C",

may be subject to statutory requirements, including the requirement to obtain an approval or licence from the Grantee in respect of such activity, and the Grantor acknowledges and agrees that:

- (iii) no warranty is given by the Grantee as to the issuance of any statutory approval or licence that is required in respect of any such activity; and

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Easement means the easement granted by the Grantor as set out in **clause 2** of this deed.

Easement Area means those parts of the Servient Tenement as shown marked with the letters "A1", "A2", "B", "C" and "D" on Strata Plan 82199 and limited in height in accordance with the height limitations shown on Strata Plan 82199;

Motor Vehicle means a vehicle propelled by a motor but does not include a motorised wheelchair or similar conveyance for a disabled person.

Servient Tenement means the land described in **Item 1** of the Schedule.

Specified Encumbrance means the limitations, interests, encumbrances and notifications listed in **Item 2** of the Schedule.

Pedestrian Link means the easement area pedestrian linkages as marked with the letters "A1", "A2" and "C" on Strata Plan 82199 to Public Open Space Areas.

Public Open Space Areas means easement areas shown marked with the letters "B" and "D" on Strata Plan 82199 and being generally consistent with the area approved as public open space under the Development Approval.

2. GRANT OF EASEMENT

Subject to the terms and conditions set out in this Deed, the Grantor being registered as the proprietor of the Servient Tenement, subject to the Specified Encumbrances, HEREBY GRANTS to the Grantee a public access easement for the use and benefit of the public at large under and by virtue of the provisions of sections 195 and 196 of the Land Administration Act 1997 with the full and free right, liberty, power and authority from time to time and during the Access Hours to go, pass and repass over, along and across the Easement Area on foot for the purpose of pedestrian movement.

sunset) and security arrangements, management and maintenance of the open space by the Strata Company to the satisfaction of the Town of Claremont.'

(Condition 16)

'17. No security gates are to be installed between Brighton Park and Brighton Court without the approval of the Town of Claremont. Any proposal to secure the entrance to Brighton Park in this location is to be designed and operated to the satisfaction of the Town of Claremont so as to ensure that they do not present Brighton Park as a 'gated community' and are to maintain its presentation as an inviting community space for the local community in order to maintain consistency with the community benefit arrangements associated with the building incentives for the development as approved by this application.'

(Condition 17)

- D. As part of the Development, the parties have agreed to the creation, construction and maintenance of a public open space (**POS**) and pedestrian links on the Servient Tenement.
- E. The Grantor and the Grantee enter into this deed to create an easement over the POS and pedestrian links for use by the Grantee and the public at large as required by Condition 16 and to further reflect the requirements of Condition 17.

OPERATIVE PART :

1. DEFINITIONS

In this deed:

Access Hours means in respect of the area marked "A1", "A2", "B", "C" and "D" on Strata Plan 82199, between sunrise and sunset in accordance with Condition 16 of the Approval;

BLANK INSTRUMENT FORM**Easement in Gross for Public
Access**

(Note 1)

THIS DEED is made the 31ST day of OCTOBER 2023.**BETWEEN :**

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628)
 788 241) formerly of 1 Airlie Street Claremont,)
 Western Australia but now of Level 1, 10 Rokeby)
 Road, Subiaco, Western Australia (**Grantor**))

AND

TOWN OF CLAREMONT of PO Box 54,)
 Claremont, Western Australia (**Grantee**))

RECITALS:

- A. The Grantor is registered as the proprietor of the Servient Tenement.
- B. The Servient Tenement is situated within the district of the Grantee.
- C. The Servient Tenement comprises part of a mixed use development approved by the Metro Inner-North Joint Development Assessment Panel on 21 July 2020 (**Development**), which approval was issued subject to the following conditions:

'16. Prior to the occupation of any part of the proposed development the owner shall grant to the Town of Claremont an Easement in Gross as shown in approved drawing titled "Public Open Space Plan" on the Certificate of Title and enter into a Deed of agreement to address, access hours (public access to be provided between sunrise and

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968107] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:07:10

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32



Government of Western Australia
Department of Finance
RevenueWA

EV002762087-DUTY



Certificate of Duty

Transfer - No Duty Payable

Taxation Administration Act 2003

Section 49, Special Tax Return Arrangement

Certificate Number: 1042302595

Bundle ID 233187609

Transaction Date: 31-10-2023

Certificate Issue Date: 14-11-2023

Client Reference: FG:CLA:46802 Public
Acc

Exemption Type(s): CROWN (SECTION 92) (100%)

Dutiable Transaction: Acquisition Of New Dutiable Property On Its Creation, Grant Or Issue (s 17)

Description of Property

Servient Tenement: Lot CP, Strata 82199 Extent: Whole Volume/Folio: ./.

Dominant Tenement: Lot ., Strata . Extent: Whole Volume/Folio: ./.

Grantor(s): 1 AIRLIE ST CLAREMONT PTY LTD

Grantee(s): TOWN OF CLAREMONT

Reprint - 14-11-2023







Our Ref
Your Ref

FG:CLAR:46802

26 April 2024

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936



McLEODS
LAWYERS

Stirling Law Chambers
220 Stirling Highway
Claremont WA 6010
Tel (08) 9383 3133
Fax (08) 9383 4935
Email: mcleods@mcleods.com.au

Dear Sir/Madam

Readiness to Proceed: Strata Plan 82199

We are the solicitors for the Town of Claremont and are the lodging party for the sections 195 and 196 Easement and section 195 Easement which are required in connection with Strata Plan 82199.

We hereby authorise and request the registration date of the Easements be amended to the same date that Strata Plan 82199 is placed 'In Order for Dealings'.

Please contact Fiona Grgich of this firm should you wish to discuss any of the above.

Yours faithfully

Fiona Grgich
Partner

Contact: Fiona Grgich
Email: fergich@mcleods.com.au

EV002762088 LTR



Liability limited by a scheme approved under Professional Standards Legislation

53_46802_039.docx



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 full name, address and occupation of the witness must be stated.



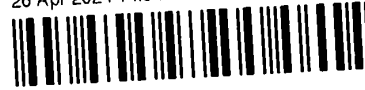
EXAMINED

EMBOSSSED COMMON SEAL

OFFICE USE ONLY

P968108 E

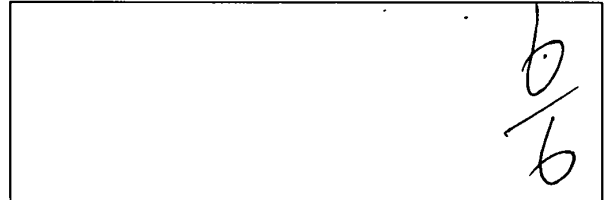
26 Apr 2024 14:54:37 Perth



LODGED BY McLeods Lawyers
ADDRESS PO Box 165
CLAREMONT WA 6910
PHONE No. 08 9383 3133
FAX No. 08 9383 4935
REFERENCE No. FG:CLAR:46802 - Easement
ISSUING BOX No. 346K

PREPARED BY McLeods Lawyers
ADDRESS PO Box 165
CLAREMONT WA 6910
PHONE No. 08 9383 3133 FAX No. 08 9383 4935

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u>Consent</u>	Received Items
2. <u>Duty cert</u>	Nos. <u>6</u>
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <u>[Signature]</u>

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.

53_46802_027.doc

EXECUTED by the parties as a Deed:

EXECUTED by 1 AIRLIE ST CLAREMONT
PTY LTD (ACN 628 788 241) pursuant to
Section 127 of the Corporations Act:

Paul Benjamin Blackburne

Full Name of Sole Director & Sole Secretary



Signature of Sole Director & Sole Secretary

THE COMMON SEAL of the TOWN OF
CLAREMONT was hereunto affixed in the
presence of:

MAYOR



JOHN GILBERT BARKER
(Print Full Name)

CHIEF EXECUTIVE OFFICER



Elizabeth Joan Ledger
(Print Full Name)

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

53_46802_027.doc

MORTGAGEE'S CONSENT

CBA CORPORATE SERVICES (NSW) PTY LIMITED being the Mortgagee under Mortgage O820734 HEREBY CONSENTS to this Deed and to the grant of easement contained herein.

DATED the 19th day of October 2023.

4 Palmer

Signed for and on behalf of
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 by
Loshita Pather (Associate Director)
as duly appointed attorney appointed under
Power of Attorney Book Number
dated November 20 who by executing
this Deed confirms that there has been no
notice received of revocation of the Attorney
in the presence of

Warren Law
Signature of Witness Signed

WARREN LAW
Name of Witness

SCHEDULE

ITEM 1: THE SERVIENT TENEMENT

Common Property on Strata Plan 82199.

ITEM 2: ENCUMBRANCES

1. Mortgage O820734; and
2. Interests as notified on Strata Plan 82199.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this Deed.

- (a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld;
- (b) in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold its consent PROVIDED THAT access through or to the Easement is not in the opinion of the Grantee unreasonably impeded;
- (c) the Grantor may wish to install pipes and services within the Easement and the Grantee agrees that so long as clause 2(b) and clause 3 of this Deed are complied with and so long as the Easement remains in a trafficable condition the Grantee shall not unreasonably object to the installation of such pipes and services; and
- (d) the Grantor is only liable under this Deed for anything occurring while that Grantor is the owner of the Servient Tenement.

11. COSTS

The Grantor shall pay the costs, including the Grantee's solicitors' costs, of and incidental to the preparation (including drafts), execution, stamping and registration of this Deed and all stamp duties and registration fees payable hereon including the costs of preparation and lodgement of any surrender or modification of this Easement.

12. INTERPRETATION

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

forms the opinion that the indemnity and/or the insurance is inadequate or inadequately secured, then the Grantee may refuse to provide waste collection for the Land and alternative arrangements for kerbside collection, including the construction of a bin storage area, will need to be implemented to the Grantee's reasonable satisfaction.

8. GRANTOR'S ACKNOWLEDGEMENTS: BAR TO CLAIM

The Grantor acknowledges and agrees with the Grantee that, subject to **clause 6(c)**, this Deed may be pleaded in any Court as a bar to any action, suit, claim, cause of action or proceeding whatsoever commenced or at any time to be commenced by the Grantor or any person or body claiming through the Grantor or by any person or body whatsoever against the Grantee in respect of any damage loss or injury caused to the Pavement arising out of the use of the Servient Tenement and the Pavement for waste disposal collection services.

9. GRANTEE'S COVENANTS

The Grantee covenants and agrees with the Grantor that:

- (a) it shall ensure any authorised officers, employees, agents and contractors of the Grantee using the Pavement and the Servient Tenement shall possess the necessary approvals or licences when in charge of any vehicles utilised in rubbish collection;
- (b) it shall use its best endeavours not to cause any damage to the Pavement and /or the Servient Tenement; and
- (c) it shall take reasonable care when collecting waste from the Servient Tenement and carry out the waste disposal collection services in a manner so as to cause as little disruption or nuisance as is reasonably practicable to the persons residing at the lots on the Strata Plan and to the business being conducted on those lots.

10. GRANTEE'S ACKNOWLEDGEMENTS

The Grantee acknowledges that:

except to the extent caused as a result of the direct or indirect negligence, wrongful act or omission or wilful misconduct of the Town, its employees, agents, authorised officers or appointed contractors.

5. INSURANCE

The Grantor shall effect and maintain to an adequate level the following insurance policy to be held with insurers acceptable to the Grantee, acting reasonably, being public liability insurance for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Grantee may from time to time reasonably require in respect of the Servient Tenement and Pavement.

6. GRANTOR'S ACKNOWLEDGEMENTS

The Grantor acknowledges that:

- (a) damage to the Pavement may be caused by vehicles and equipment used by the Grantee or its employees, agents or appointed contractors to access or manoeuvre through parts of the Servient Tenement;
- (b) loss, injury or death suffered by any person or to the property of any person may be caused by vehicles and equipment used by the Grantee or its employees, agents or appointed contractors to access or manoeuvre through parts of the Servient Tenement; and
- (c) if such damage, loss, injury or death is caused during the normal course of waste collection or any directly associated activity, the Grantee will be indemnified in accordance with **clause 4** of this Deed, except to the extent such damage is caused by the direct or indirect negligence, wrongful act or omission or wilful misconduct of the Grantee, its employees, agents, authorised officers or appointed contractors.

7. FAILURE TO INDEMNIFY/INSURE

If the Grantor fails to indemnify or maintain the indemnity to the Grantee in accordance with **clause 4** and/or the insurance referred to in **clause 5** of this Deed, or the Grantee

(ii) the Grantor shall indemnify the Grantee against any costs that may be incurred by the Grantee in the removal of any of the obstruction located on the Easement; and

(iii) the Grantee is under no obligation to replace, repair or reinstate any Improvements that it removes in accordance with this clause.

(d) Permit Access

The Grantor will at all times permit the Grantee its authorised officers, employees, contractors, agents and other persons from time to time authorised by it with or without motor vehicles, tools, engines and machinery to enter upon the Servient Tenement for the purpose of exercising and enjoying the rights hereby granted.

3. **GRANTOR'S COVENANTS**

The Grantor HEREBY COVENANTS with the Grantee that the Grantor will bear the responsibility for the repair and maintenance and the cost of the repair and maintenance of the Easement.

4. **INDEMNITY**

Subject to **clause 6(d)**, the Grantor discharges, releases and indemnifies the Grantee, its employees, agents, authorised officers and contractors from any claim for damage or loss or compensation whatsoever in respect of:

(a) any loss, damage, wear or tear which may be caused to the pavement on the Servient Tenement which includes all internal roadways, including associated infrastructure such as kerbing and drainage structures (insofar as drainage structures are under or near an internal roadway) (**Pavement**) arising out of or in connection with the use of the Servient Tenement and the Pavement for waste disposal collection services; and

(b) any loss, death or injury to any person or the loss or damage to any property of any person on the Servient Tenement,

2. GRANTOR'S COVENANTS

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) No Obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained, which consent must not be unreasonably withheld or delayed.

(c) Removal of Obstruction

If the Grantor (or the Grantor's successors in title as applicable) constructs, erects or builds or suffers to be constructed, erected or built any building structure or obstruction whatsoever on the Easement and it prevents the Grantee from exercising its rights under this Deed, the Grantor acknowledges and agrees that:

- (i) the Grantee may without prior notice to the Grantor remove the obstruction located on the Easement at the reasonable expense of the Grantor;

BLANK INSTRUMENT FORM**GRANT OF EASEMENT**

(Note 1)

THIS DEED is made the 31st day of OCTOBER 2023.

BETWEEN :

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628 788 241) formerly of 1 Airlie Street, Claremont, Western Australia but now of Level 1, 10 Rokeby Road, Subiaco, Western Australia (**Grantor**)

AND

TOWN OF CLAREMONT of PO Box 54, Claremont, Western Australia (**Grantee**)

OPERATIVE PART :**1. GRANT OF EASEMENT**

The Grantor, being registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto (**Servient Tenement**) subject to the encumbrances notified hereunder in Item 2 of the Schedule HEREBY TRANSFERS AND GRANTS to the Grantee under and by virtue of the provisions of section 195 of the Land Administration Act 1997 full and free right, liberty, power and authority from time to time and at all times hereafter for its authorized officers, employees, contractors, agents and other persons from time to time authorized by it to go, pass and repass either with or without vehicles, machinery and tools over, along and across those portions of the Servient Tenement as are shown delineated and marked with the letters 'X1', 'X2', 'X3', 'X4', 'X5', 'X6' on Strata Plan 82199 (**Easement**) for the purposes of collecting waste from the Servient Tenement.

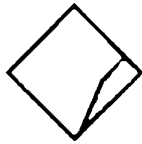
53_46802_027.doc

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968108] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:07:50

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32



Commonwealth Bank
of Australia

Losh Pather
Associate Director, Agency
Origination
Capital Structuring | Institutional
Banking & Markets
Commonwealth Bank of Australia
Commonwealth Bank Place North
Level 6, 1 Harbour Street
Sydney NSW 2000
Loshitha.pather@cba.com.au

26 April 2024

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

EV002762089 CONST



Dear Sir/Madam

Consent to the creation of easements

Certificate of Title: Lot 550 on Deposited Plan 419808 Certificate of Title Volume 4037

Folio 990

Mortgage: O820734

- 1 CBA Corporate Services (NSW) Pty Limited ACN 072 765 434 (**CBA**) is the mortgagee pursuant to mortgage O820734 (**Mortgage**) registered over Lot 550 on Deposited Plan 419808 being the whole of the land in Certificate of Title Volume 4037 Folio 990 (**Land**).
- 2 CBA consents to the registration of easements pursuant to sections 195 and 196 of the *Land Administration Act 1997* (WA) in respect of:
 - 2.1 waste management, as marked "X1", "X2", "X3", "X4", "X5" and "X6"; and
 - 2.2 access to and use of pedestrian link and public open space, as marked "A", "B", "C" and "D",on common property of Strata Plan 82199 and as more particularly described in the deeds of easement, which easements will burden common property of Strata Plan 82199.

DS
UP

Attorney initial

DocuSigned by:

Witness initial

E769D2C2FC65443...

3440-0955-1660v1

3 Please email Loshitha Pather at Loshitha.Pather@cba.com.au if you have any queries.

Yours sincerely

SIGNED by the attorney for and on behalf)
of **CBA CORPORATE SERVICES (NSW)**)
PTY LIMITED ACN 072 765 434, pursuant)
to power of attorney registered)
no. M489710 dated 26 November 2013,)
who states that no notice of revocation of)
the power of attorney has been received in)
the presence of:

DocuSigned by:

E769D2C2FC65443

Witness
Huyen Nguyen

Name of Witness (print)
1 Harbour Street, Sydney, 2000

Address of Witness (print)
Banker

Occupation of Witness

DocuSigned by:

F3E6BCA98A5842A...

Attorney
Loshitha Pather

Name of Attorney (print)
Associate Director, Agency Origination
Position Title

This document was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW)

3440-0955-1660v1



Certificate of Duty

Transfer - No Duty Payable

Taxation Administration Act 2003

Section 49, Special Tax Return Arrangement

Certificate Number:	1042302684	Certificate Issue Date:	14-11-2023
Bundle ID	233187709	Client Reference:	FG:CLA:46802 (waste)
Transaction Date:	31-10-2023		

Exemption Type(s): CROWN (SECTION 92) (100%)

Dutiable Transaction: Acquisition Of New Dutiable Property On Its Creation, Grant Or Issue (s 17)

Description of Property

Servient Tenement:	Lot CP, Strata 82199	Extent:	Whole	Volume/Folio:	./.
Dominant Tenement:	Lot ., Strata .	Extent:	Whole	Volume/Folio:	./.

Grantor(s): 1 AIRLIE ST CLAREMONT PTY LTD

Grantee(s): TOWN OF CLAREMONT

