



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

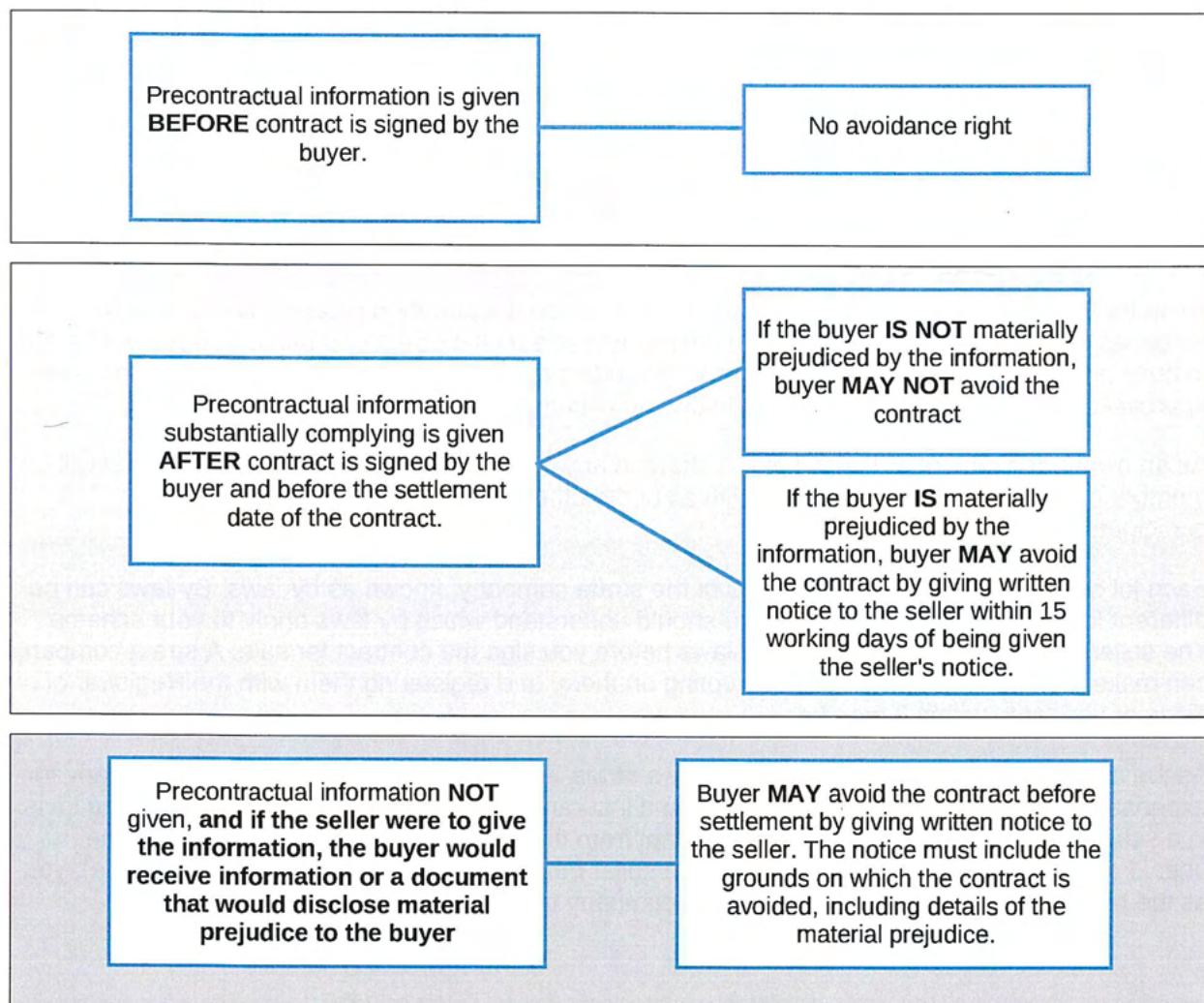
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:





Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

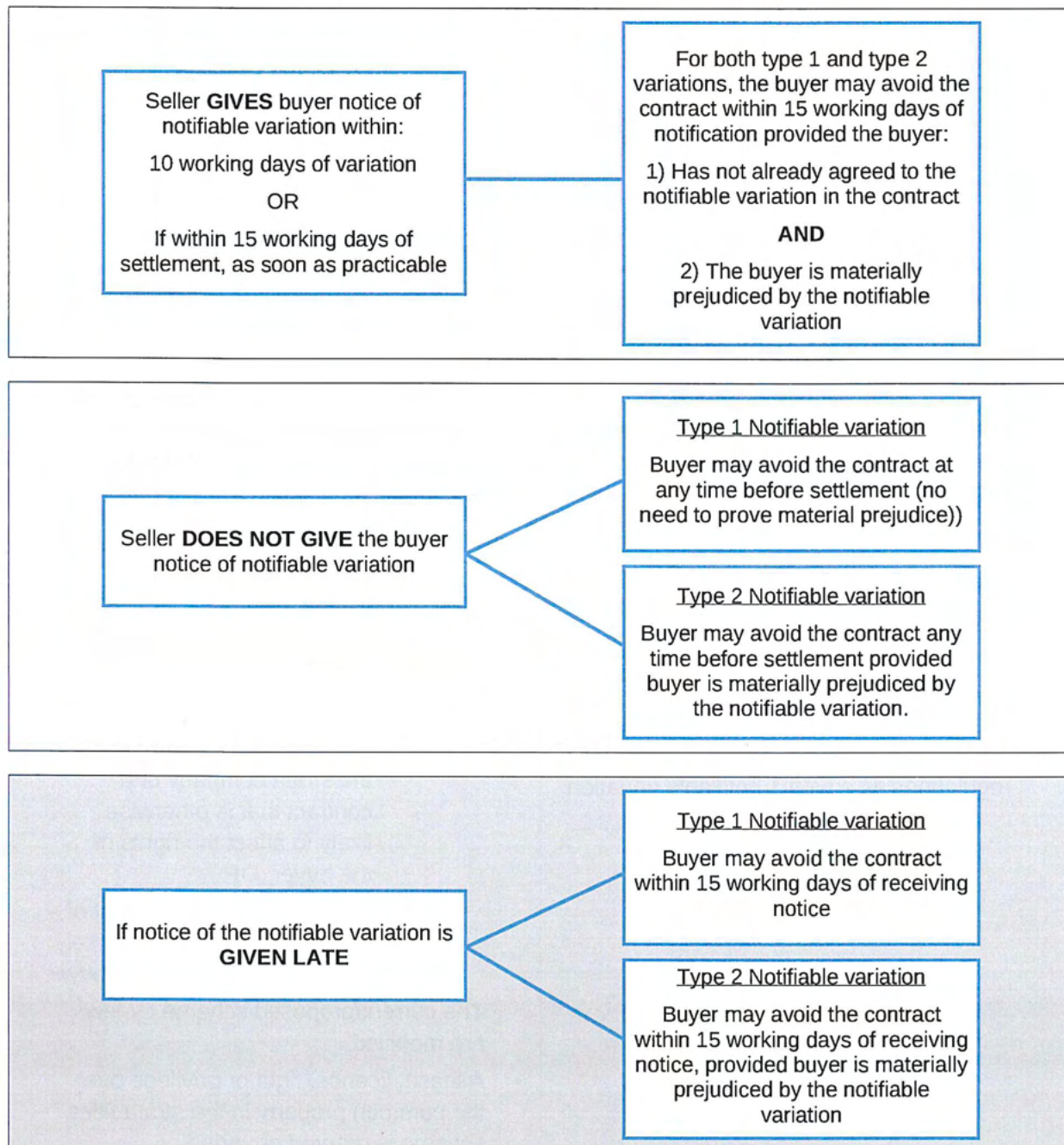
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.



Approved Form 2022-938
Effective for use from: 07/01/2022

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.



Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot, which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name FAIZA NAZIMUDDIN BUKHARY & MOHAMMED AEJAZ BUKHARY

Address 7/210 DOMAIN ROAD, SOUTH YARRA, VICTORIA

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name AURELIA

Name of the strata company THE OWNERS OF AURELIA - SP70215

Address for service of the strata company (taken from scheme notice) 1 HARPER TERRACE, SOUTH PERTH WA 6151

Name of Strata Manager Conquest Strata Management

Address of Strata Manager PO Box 1118 Wangara DC, 6947

Telephone/Mobile 0478 168 550

Email admin@conqueststrata.com.au

The status of the scheme is:

- ☐ proposed
- ☒ registered

The scheme type is:

- ☒ strata
- ☐ survey-strata

The tenure type is

- ☒ freehold
- ☐ leasehold



For leasehold only:

The scheme has a term of ____ years ____ months ____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is _____

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att

Scheme documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020).

A copy of the scheme plan showing the exact location and definition of the lot

1

A copy of the scheme by-laws

1

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

Do the scheme by-laws include staged subdivision by-laws ☒ no ☐ yes

If yes, they are included with this form

If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme

1

If this is a leasehold lot, a copy of the strata lease for the lot

Additional comments: _____

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

2

A statement that the strata company does not keep minutes of its meetings*

☐ A statement of why the seller has been unable to obtain the minutes

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company

2

A statement that the strata company does not prepare a statement of accounts*

☐ A statement of why the seller has been unable to obtain a statement of accounts

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____



Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

no yes _____

If yes, attach a copy.

Lot information (choose all that apply)

Att.

✓ This lot is on a registered scheme plan

This lot has not yet been created

This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

606/1 Harper Terrace South Perth WA 6151

Lot 20 on scheme plan no. S70215

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? *

no yes

If yes, describe the restriction _____

* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

no yes

If yes, please give details _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

Contributions that have been determined within the previous 12 months

If not determined, estimated contributions for 12 months after proposed settlement date

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	\$3,876.40 pa		_____
Reserve fund:	\$1,016.40 pa		_____
Other levy (attach details)	_____		_____

2

Actual Estimated total contribution for the lot \$ _____

Payable annually bi-annually X quarterly other: _____

Due dates \$1,223.20 on 01/11/2024 \$1,223.20 on 01/02/2025
\$1,223.20 on 01/05/2025 TBA on 01/08/2025

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ _____

If the seller has a debt owed to a utility company, the total amount owing is \$ _____



Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.

Additional comments: _____

Scheme developer specific information

Information specific to the sale of a strata lot - only to be
completed if the seller of the lot is a scheme developer

Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?

no yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

no yes

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

no yes



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Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? no yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. _____

Additional comments: _____

Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
 - **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
- Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

I / ☒ **We**¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature DecuSigned by:
Faiza Bukhary
005D960CC2C0442 _____

Name FAIZA NAZIMUDDIN BUKHARY

Date 21/6/2025

Signature Signed by:
[Signature]
005D960CC2C0442 _____

Name MOHAMMED AEJAZ BUKHARY

Date 21/6/2025

Statement by the buyer(s) / buyer's representative

I / ☐ **We**¹, the buyer/s, acknowledge that I / ☐ **we**¹ received Part A and Part B of the required precontractual disclosures before I / ☐ **We**¹ signed the contract of sale.

I / ☐ **We**¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to **me / us**¹.

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

¹ Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2947 295

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.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 20 ON STRATA PLAN 70215

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

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

MOHAMMED AEJAZ BUKHARY OF 37 ROSAGLEN RISE NORANDA WA 6062
IN 50/100 SHARE

FAIZA NAZIMUDDIN BUKHARY OF 51D CROMWELL ROAD SOUTH YARRA VIC 3141
IN 50/100 SHARE
AS TENANTS IN COMMON

(T N959034) REGISTERED 7/8/2018

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. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR RIGHT OF CARRIAGEWAY PURPOSES - SEE STRATA PLAN 70215 AND INSTRUMENT N875597
3. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR MOTOR VEHICLE PARKING PURPOSES - SEE STRATA PLAN 70215 AND INSTRUMENT N875597
4. N959035 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 7/8/2018.

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:

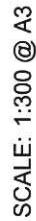
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP70215
PREVIOUS TITLE: 432-56A
PROPERTY STREET ADDRESS: **UNIT 606 1 HARPER TCE, SOUTH PERTH.**

END OF PAGE 1 - CONTINUED OVER

70215

BASEMENT 5 FLOOR PLAN



KEY:

① CARBAY

ALL CARBAYS WHICH ARE 14m² ARE 2.5m X 5.5m.

ALL CARBAYS WHICH ARE 10m² ARE 2.4m X 5.95m UNLESS OTHERWISE STATED.

ALL CARBAYS WHICH ARE 24m² ARE 2.4m X 9.95m UNLESS OTHERWISE STATED.

ALL CARBAYS WHICH ARE 25m² ARE 2.5m X 9.95m UNLESS OTHERWISE STATED.

ALL WALLS EXTERNAL TO BUILDING ARE COMMON PROPERTY.

ALL PILLARS ARE COMMON PROPERTY.

ALL CARBAY TIE ANGLES ARE 90° UNLESS OTHERWISE STATED

ALL CARBAY ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

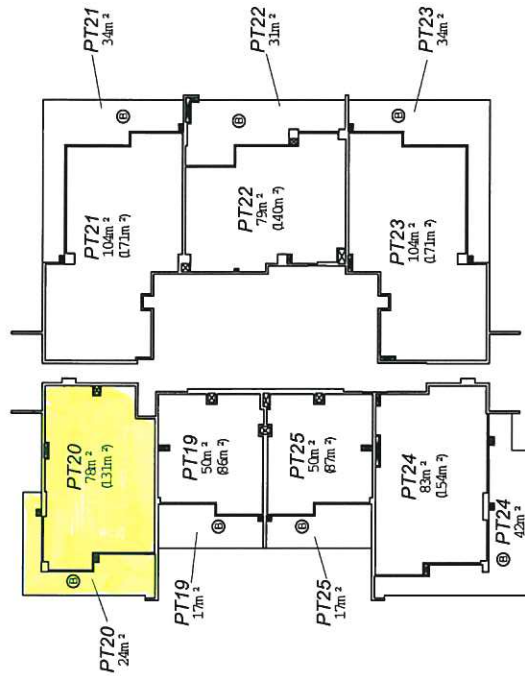
UNLESS STATED OTHERWISE, ALL WALLS EXTERNAL TO THE PART LOTS AND BUILDINGS ARE COMMON PROPERTY.

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 SURFACES OF THEIR CEILING WHERE NOT COVERED BY AS PROVIDED BY SECTION 3 (2) (b) OF THE STRATA ACT 1986.

THE STRATUM OF THE CARBAYS SHOWN ON THE STRATA PLAN ARE THE UPPER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE UNDER SURFACE OF THE BASEMENT FLOOR SLAB, OR THE UNDER SURFACE OF THEIR CEILING WHERE NOT COVERED BY THE BASEMENT FLOOR SLAB

SURVEY-STRATA PLAN
70215
SHEET 13 OF 27 SHEETS

SIXTH FLOOR PLAN



FOR OTHER PARTS OF LOTS 20 - 22 SEE SHEET 2 OF 27 SHEETS
FOR OTHER PARTS OF LOTS 23 & 24 SEE SHEET 3 OF 27 SHEETS
FOR OTHER PARTS OF LOTS 19 & 25 SEE SHEETS 5 & 8 OF 27 SHEETS

KEY:

② BALCONY

ALL WALLS EXTERNAL TO BUILDING ARE COMMON PROPERTY.

ALL PILLARS ARE COMMON PROPERTY.

UNLESS STATED OTHERWISE, ALL WALLS EXTERNAL TO THE PART LOTS AND BUILDING ARE COMMON PROPERTY.

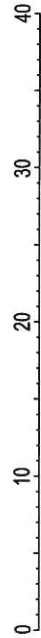
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING OR AS DIMENSIONED, AS PROVIDED BY SECTION 3 (2) (b) OF THE STRATA TITLES ACT 1985.

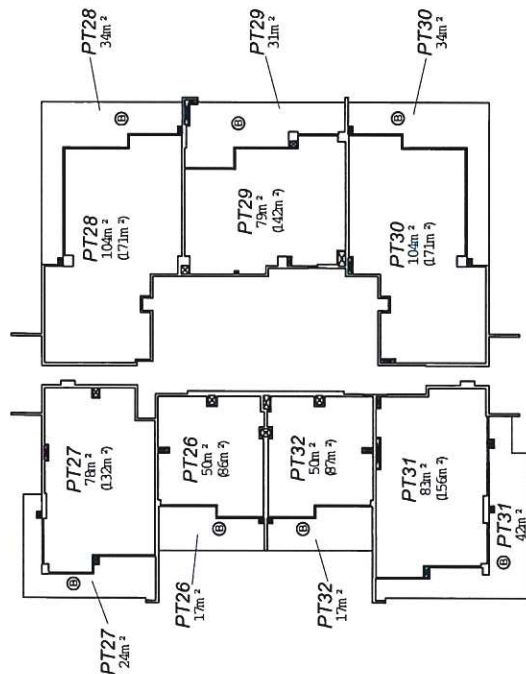
THE STRATUM OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDER SURFACE OF THEIR CEILING WHERE COVERED OR THE PROJECTION OF THE UNDER SURFACE OF THE CEILING OF THEIR RESPECTIVE ADJACENT BUILDING PART LOT WHERE UNCOVERED.

THE BOUNDARIES OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE OUTER SURFACES OF THE BUILDING WALLS TO THE EDGES OF THE BALCONY SLAB.



SCALE: 1:300 @ A3





FOR OTHER PARTS OF LOT 27 SEE SHEET 9 OF 27 SHEETS
FOR OTHER PARTS OF LOT 28 SEE SHEET 10 OF 27 SHEETS
FOR OTHER PARTS OF LOT 29 SEE SHEETS 5 & 8 OF 27 SHEETS
FOR OTHER PARTS OF LOT 32 SEE SHEET 9 OF 27 SHEETS

KEY:

Ⓢ BALCONY

ALL WALLS EXTERNAL TO BUILDING ARE COMMON PROPERTY.

ALL PILLARS ARE COMMON PROPERTY.

UNLESS STATED OTHERWISE, ALL WALLS EXTERNAL TO THE PART LOTS AND BUILDING ARE COMMON PROPERTY.

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 SURFACES OF THE BALCONIES AND TERRACES. UNLESS OTHERWISE PROVIDED BY SECTION 3 (2) (b) OF THE STRATA TITLES ACT 1985.

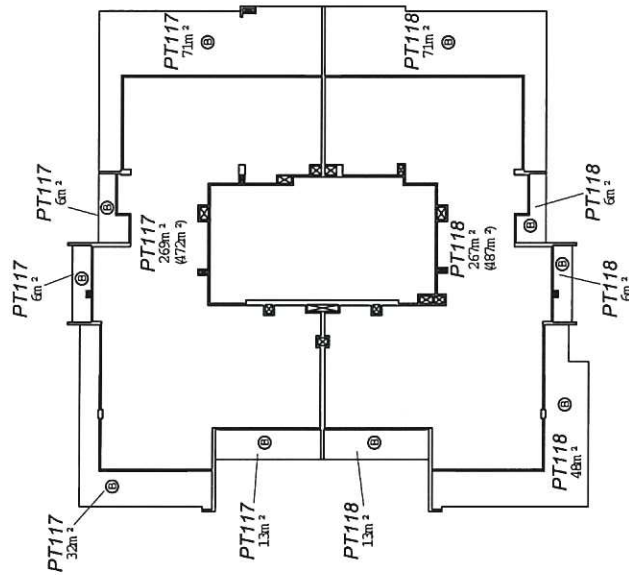
THE STRATUM OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDER SURFACE OF THE CEILING OF THE BALCONY OR TERRACE ADJACENT TO THE BUILDING PART LOT WHERE UNCOVERED.

THE BOUNDARIES OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE UPPER SURFACES OF THE BUILDING WALLS TO THE EDGES OF THE BALCONY SLAB.



SCALE: 1:300 @ A3





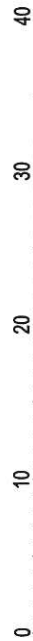
FOR OTHER PARTS OF LOTS 117 & 118 SEE SHEET 5 OF 27 SHEETS

KEY:

Ⓢ BALCONY

ALL WALLS EXTERNAL TO BUILDING ARE COMMON PROPERTY.
ALL PILLARS ARE COMMON PROPERTY.
UNLESS STATED OTHERWISE, ALL WALLS EXTERNAL TO THE PART LOTS AND BUILDING ARE COMMON PROPERTY.
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE BOUNDARIES OF THE BUILDINGS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING OR AS DIMENSIONED, AS PROVIDED BY SECTION 3 (2) (b) OF THE STRATA TITLES ACT 1985.
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THE BOUNDARIES OF THE BALCONIES SHOWN ON THE STRATA PLAN EXTENDS FROM THE OUTER SURFACES OF THE BUILDING WALLS TO THE EDGES OF THE BALCONY SLAB.

SCALE: 1:300 @ A3



FORM 3

STRATA PLAN No.				70215			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	34			28	86		
2	55			29	63		
3	56			30	86		
4	34			31	60		
5	33			32	34		
6	53			33	35		
7	73			34	56		
8	56			35	93		
9	73			36	65		
10	57			37	92		
11	33			38	60		
12	34			39	35		
13	54			40	35		
14	78			41	57		
15	58			42	99		
16	78			43	68		
17	58			44	98		
18	34			45	62		
19	34			46	35		
20	55			47	36		
21	82			48	58		
22	60			49	111		
23	82			50	76		
24	59			51	107		
25	34			52	63		
26	34			53	36		
27	55			54	37		

Continued Overleaf



FORM 3

STRATA PLAN No.				70215			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
55	59			82	40		
56	116			83	63		
57	78			84	128		
58	112			85	86		
59	64			86	125		
60	37			87	70		
61	37			88	40		
62	60			89	41		
63	122			90	64		
64	81			91	131		
65	118			92	88		
66	65			93	127		
67	37			94	71		
68	38			95	41		
69	61			96	41		
70	124			97	65		
71	83			98	133		
72	120			99	90		
73	67			100	129		
74	38			101	73		
75	39			102	41		
76	62			103	42		
77	126			104	67		
78	85			105	135		
79	122			106	92		
80	68			107	132		
81	39			108	74		

Continued Overleaf



FORM 3

STRATA PLAN No.				70215			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
109	42			136	63		
110	43			137	63		
111	68			138	49		
112	138						
113	94						
114	134						
115	76						
116	43						
117	375						
118	367						
119	30						
120	36						
121	43						
122	46						
123	61						
124	63						
125	84						
126	76						
127	48						
128	49						
129	61						
130	61						
131	48						
132	86						
133	78						
134	49						
135	50						

Continued Overleaf



FORM 3

STRATA PLAN No.						70215	
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.

DESCRIPTION OF PARCEL AND BUILDING

ONE HUNDRED AND EIGHTEEN APARTMENT DWELLINGS
AND TWENTY COMMERCIAL SUITES IN A MIXED-USE MULTIPLE-LEVEL
DEVELOPMENT UPON LOT 100 ON DIAGRAM 40670
ADDRESS OF PARCEL: 1 HARPER TERRACE, SOUTH PERTH WA 6151

CERTIFICATE OF LICENSED VALUER
STRATA

I, **Bradley J Dawson**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

21-Mar-2018
Date



Digitally signed by
Brad Dawson
Date: 2018.03.21
11:15:24 +08'00'
Signed

FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 70215

DESCRIPTION OF PARCEL & BUILDING

A MULTI-STOREY DEVELOPMENT OF BRICK AND CONCRETE COMPRISING 118
REDISIDENTIAL AND 20 COMMERCIAL UNITS AND UPON LOT 100 ON DIAGRAM 40670
AND HAVING THE ADDRESS OF 1 HARPER TERRACE, SOUTH PERTH WA 6151

CERTIFICATE OF LICENSED SURVEYOR

I, A.V.RICHARDS
....., being a licensed surveyor registered under the
Licensed Surveyors Act 1909 certify that in respect of the strata plan which relates to
the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the
external surface boundaries of the parcel; and either
- *(b) each building shown on the plan is within the external surface boundaries of the
parcel; or
- *(c) in a case where a part of a wall or building, or material attached to a wall or
building, encroaches beyond the external surface boundaries of the parcel —
 - (i) all lots shown on the plan are within the external surface
boundaries of the parcel;
 - (ii) the plan clearly indicates the existence of the encroachment and
its nature and extent; and
 - (iii) where the encroachment is not on to a public road, street or way,
that an appropriate easement has been granted and will be lodged
with the Registrar of Titles to enable it to be registered as an
appurtenance of the parcel; and
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s)~~
~~on Strata Plan No. registered in respect of (name of scheme) or~~
~~sufficiently complies with that/those by law(s) in a way that is allowed by~~
~~regulation 36 of the Strata Titles General Regulations 1996.~~


.....
Licensed Surveyor

Adam Vernon Richards
2018.03.21 10:18:38 +08'00'

.....
Date

*Delete if inapplicable

Occupancy permit – strata

Building Act 2011, section 50, 61
Building Regulations 2012, regulation 4

Permit number
OPS 30.2016.198.1

This form is for the purposes of the *Building Act 2011*, section 50 and the *Strata Titles Act 1985*, section 5B(2)(a) and 8A(f)(i).

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Aurelia/1 Harper Terrace SOUTH PERTH 6151		
Certificate of title	Volume 432	Folio 56A	
Lot(s) on survey	LOT: 100 P/D: 40670 S/P: D40670		
Strata plan number	LOT: 100 P/D: 40670 S/P: D40670	Land being re-subdivided (if applicable)	Yes
Description of building	Multi residential mixed use development.		
BCA class of the building	Main BCA class 2, 5, 6 and 7a	Secondary BCA class (for multi-purpose buildings) N/A	
Use(s) of the building	Multi residential mixed use development.	Each restriction on use (if applicable) N/A	

2. Permit details

This occupancy permit strata is for: ☒ Whole of building ☐ Part of building


Details

Multi residential mixed use development.

Western Australian Planning Commission approval required? ☐ Yes ☒ No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit strata is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Massimo Cau	Job title Senior Building Surveyor – Registered
	Signature 	Date 10 April 2018
Permit authority	City of South Perth	

FORM 26

CITY OF SOUTH PERTH

STRATA PLAN NO 70215

Strata Titles Act 1985

Sections 25(1), 25(4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN
PLANNING COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation submitted on
23-Mar-18 and relating to the property
described below;

*(ii) the sketch submitted on of the
proposed *subdivision of the property described below into lots on a Strata
Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below,
subject to the following conditions —

Property Description: Lot (or Strata Plan) No.
100
Location
1 HARPER TCE
Locality
SOUTH PERTH
Local Government CITY OF SOUTH PERTH

Lodged by: Finbar Group Ltd

Date: 23-Mar-18

Delegated under Section 16
(3) (e) of the P. & D Act 2005.



(*To be deleted as appropriate.)

ANNEXURE 'A' OF STRATA PLAN NO. 70215

[illegible]

Note: Entries may be affected by subsequent endorsements.

Strata Plan 70215

Lot	Certificate of Title	Lot Status	Part Lot
1	2947/276	Registered	
2	2947/277	Registered	
3	2947/278	Registered	
4	2947/279	Registered	
5	2947/280	Registered	
6	2947/281	Registered	
7	2947/282	Registered	
8	2947/283	Registered	
9	2947/284	Registered	
10	2947/285	Registered	
11	2947/286	Registered	
12	2947/287	Registered	
13	2947/288	Registered	
14	2947/289	Registered	
15	2947/290	Registered	
16	2947/291	Registered	
17	2947/292	Registered	
18	2947/293	Registered	
19	2947/294	Registered	
20	2947/295	Registered	
21	2947/296	Registered	
22	2947/297	Registered	
23	2947/298	Registered	
24	2947/299	Registered	
25	2947/300	Registered	
26	2947/301	Registered	
27	2947/302	Registered	
28	2947/303	Registered	
29	2947/304	Registered	
30	2947/305	Registered	
31	2947/306	Registered	
32	2947/307	Registered	
33	2947/308	Registered	
34	2947/309	Registered	
35	2947/310	Registered	
36	2947/311	Registered	
37	2947/312	Registered	
38	2947/313	Registered	
39	2947/314	Registered	
40	2947/315	Registered	
41	2947/316	Registered	
42	2947/317	Registered	
43	2947/318	Registered	
44	2947/319	Registered	
45	2947/320	Registered	

Strata Plan 70215

Lot	Certificate of Title	Lot Status	Part Lot
46	2947/321	Registered	
47	2947/322	Registered	
48	2947/323	Registered	
49	2947/324	Registered	
50	2947/325	Registered	
51	2947/326	Registered	
52	2947/327	Registered	
53	2947/328	Registered	
54	2947/329	Registered	
55	2947/330	Registered	
56	2947/331	Registered	
57	2947/332	Registered	
58	2947/333	Registered	
59	2947/334	Registered	
60	2947/335	Registered	
61	2947/336	Registered	
62	2947/337	Registered	
63	2947/338	Registered	
64	2947/339	Registered	
65	2947/340	Registered	
66	2947/341	Registered	
67	2947/342	Registered	
68	2947/343	Registered	
69	2947/344	Registered	
70	2947/345	Registered	
71	2947/346	Registered	
72	2947/347	Registered	
73	2947/348	Registered	
74	2947/349	Registered	
75	2947/350	Registered	
76	2947/351	Registered	
77	2947/352	Registered	
78	2947/353	Registered	
79	2947/354	Registered	
80	2947/355	Registered	
81	2947/356	Registered	
82	2947/357	Registered	
83	2947/358	Registered	
84	2947/359	Registered	
85	2947/360	Registered	
86	2947/361	Registered	
87	2947/362	Registered	
88	2947/363	Registered	
89	2947/364	Registered	
90	2947/365	Registered	



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. Execution by a corporation or body corporate must be in accordance with the *Corporation Act 2001*.



OFFICE USE ONLY

N875596 SM

16 Apr 2018 15:39:34 Perth



MANAGEMENT STATEMENT

(INSERT NAME OF DOCUMENT)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

**PARAMOUNT SETTLEMENTS
POST OFFICE BOX 378
NORTHBRIDGE WA 6865
PH: 9228 0988
FAX: 9228 0883
LTO BOX 102L PERTH**

PREPARED BY DLA PIPER AUSTRALIA

ADDRESS Level 31, Central Park
152-158 St Georges Terrace
PERTH WA 6000

PHONE No. (08) 6467 6000 FAX No. (08) 6467 6001

REFERENCE No. 371998/1

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items No.s
2. _____	
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.

Page 64

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Page 63



BLANK INSTRUMENT FORM**MANAGEMENT STATEMENT**

(Note 1)

FORM 25**Strata Titles Act 1985****Section 5C(1)****STRATA PLAN No. 70215****MANAGEMENT STATEMENT****MPD (WA) Pty Ltd ACN 166 735 771****Aurelia, 1 Harper Terrace, South Perth, Western Australia**

Lot 100 on Diagram 40670, Certificate of Title Volume 432 Folio 56A

This management statement to be lodged with a Strata Plan in respect of the above land sets out the By-Laws of the Strata Company or amendments to the By-Laws contained in Schedule 1 and Schedule 2 of the *Strata Titles Act 1985 (as amended)* that are to have effect upon registration of the Strata Plan.

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

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Schedule 1 By-Laws

Part 1 - Definitions and Interpretation

1. Definitions

1.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:

- (1) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
- (2) **AGM** means an annual general meeting of the Strata Company;
- (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;
- (4) **By-Law** means a by-law of the Strata Company and a reference to a sub-bylaw will also mean a by-law of the Strata Company;
- (5) **Commercial Lots** means the Office Lots and the Retail Lots;
- (6) **Council** means the Strata Company's council of owners;
- (7) **End of Trip Facilities** means the 16 bicycle bays, female and male lockers, female and male showers, female and male toilets and washbasins and one separate accessible toilet and shower located on the ground level of the Scheme within the common property as delineated and identified as the areas marked with the letter "X" on the End of Trip Facilities Plan;
- (8) **End of Trip Facilities Plan** means the special use plan for the End of Trip Facilities identified as "X" in the plan attached at Annexure A;
- (9) **Façade** means the external face or elevation of the building within the Scheme;
- (10) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, roller doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment and includes Plumbing Fixtures and Air-Conditioning Systems;
- (11) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
- (12) **Land** means the land on which the Scheme is situated;
- (13) **Local Government** means the local government within whose area the Land is situated;

- (14) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
- (15) **Office Lots** means any one of Lot 125 to Lot 138 on the Strata Plan;
- (16) **Office Lots Lobby Entrance Exclusive Use Area** means the pedestrian lobby entrance to the building on the ground floor of the Scheme, including the lift lobby and corridors but excluding the mailroom, lift, stairs and stairwells;
- (17) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (18) **Plumbing Fixtures** includes any common property grease traps, exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
- (19) **Proprietor** means the person who is for the time being registered under the *Transfer of Land Act 1893* (WA) as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (20) **Recreational Facilities** means the meeting room, indoor lounge and games room, gymnasium, sauna, toilets, barbecue facilities, outdoor cabana, swimming pool and other recreational facilities located within the common property of the Scheme;
- (21) **Residential Lot** means any one of Lot 1 to Lot 118 which are intended solely for occupation as a residence;
- (22) **Retail Lots** means any one of Lot 119 to Lot 124 on the Strata Plan.
- (23) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (24) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (25) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (26) **Special Use Recreational Facilities Plan** means the special use plan described in By-Law 51.2 and attached at Annexure B;
- (27) **Strata Company** means The Owners of Aurelia constituted on registration of the Strata Plan;
- (28) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (29) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;

- (30) **Strata Plan** means the strata plan to which these By-Laws apply;
- (31) **Structure** includes any improvement erected in accordance with Section 7;
- (32) **Vehicle** means any motor car, van, truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land;
- (33) **Visitor Car Bays** means the visitor car bays defined in Schedule 1 By-Law 49.2(1); and
- (34) **Whole Office Floor Exclusive Use Area** means the common property on that floor of the building in the Scheme where the Office Lots are located, including the lift lobby on an office floor, corridors and toilets on that floor but excluding the lift, stairs, stairwells and carpark.

2. Interpretation

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

- (1) Reference to any statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
 - (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) A reference to "including" or "includes", is not a word of limitation and is without limitation to other matters.
- (6) A reference to an Annexure is to an annexure to the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears.
- (7) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (8) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

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

3. Constitution of the Council

- 3.1 The Strata Company is to have a Council.
- 3.2 The members of the Council must be elected at each annual general meeting.

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

4. Membership of the Council

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

5. Nominations for election to the Council

5.1 Nominations

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

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

5.2 Procedure following nominations

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

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

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

7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.
- 7.2 Subject to sub-bylaw 4.1(2), for the purposes of the ballot, the chairman must:
 - (1) announce the names of the candidates; and
 - (2) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot-paper, in respect of each Lot in respect of which he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
 - (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as a Proprietor, co-Proprietor or proxy;
 - (4) signing it; and
 - (5) returning it to the chairman.
- 7.4 The chairman, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.

- 7.5 Subject to sub-bylaw 7.6, candidates being equal in number to the number of members of the Council to be elected who receive the highest numbers of votes will be deemed to be elected to the Council.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:
- (1) that number equals the number of votes recorded in favour of any other candidate; and
 - (2) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.
- 7.7 The chairman must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

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

9. Filling a vacancy on the Council

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

10. Council powers while there is a vacancy

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

11. Quorum for a meeting of the Council

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

12. Validity of Council's acts

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

13. Chairman, secretary and treasurer of the Council

- 13.1 The members of a Council must, at the first Council meeting after they assume office as members, appoint a chairman, a secretary, a treasurer and a nominated representative of the Council.
- 13.2 A person:
- (1) cannot be appointed as the chairman, secretary, treasurer or nominated representative unless that person is a member of the Council;
 - (2) may be appointed to more than one of those positions; and
 - (3) may at any time be replaced by the Council in any of those offices.

- 13.3 A person appointed to an office referred to in sub-bylaw 13.1 will hold office until:
- (1) that person ceases to be a member of the Council;
 - (2) the Strata Company receives a written notice of resignation of that person from that office; or
 - (3) another person is appointed by the Council to hold that office,
- whichever first occurs.

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 A member of the Council may, by notice in writing, with the written consent of the proposed appointee and served on the Council, appoint a Proprietor or an individual authorised under section 45 by a corporation that is a Proprietor, to act in the member's place as a member of the Council at any Council meeting. Any Proprietor or individual so appointed will, when so acting, be deemed to be a member of the Council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 16.2.
- 14.4 A Proprietor or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 Subject to Section 50A, if a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

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

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

16. Duties of the chairman of the Council

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

17. Chairman, secretary and treasurer

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

18. Powers and duties of the secretary

- 18.1 The powers and duties of the secretary include:
- (1) preparing and distributing minutes of Council meetings and general meetings;
 - (2) submitting a motion to confirm the minutes of any Council meeting or general meeting, respectively, at the next such meeting;
 - (3) giving on behalf of the Council and of the Strata Company the notices required to be given by the Council or the Strata Company under the Act or the By-Laws;
 - (4) recording the particulars specified in section 35(1)(e) and (f) and retaining for the period or periods respectively prescribed under the Act the documents and records referred to in section 35(1)(h);
 - (5) providing information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) and any certificates under section 43(c) and (d);
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 49 and 103 and to sub-bylaw 21.3, convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under section 35 of the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

- 19.1 The powers and duties of the treasurer include:
- (1) notifying Proprietors of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;

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

20. General meetings of the Strata Company

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

21. How general meetings are convened

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

22. Agenda items for general meetings by request

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

23. Notices of general meetings

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

24. Quorum for a general meeting

- 24.1 Except as otherwise provided in these By-Laws, no business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 The quorum to enable a general meeting to proceed to business is 40% of the persons entitled to vote present in person or by duly appointed proxy.
- 24.3 A Proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money recoverable by the Strata Company in respect of its Lot has been paid before the meeting commences.
- 24.4 A Proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or an unanimous resolution even if money due to the Strata Company in respect of its Lot remains unpaid before the meeting commences.

25. Chairman of a general meeting

- 25.1 At a general meeting or at the resumption of an adjourned general meeting the chairman of the Strata Company is to be the chairman of the meeting, subject to sub-bylaw 25.2.
- 25.2 The chairman of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 25.3 If the chairman makes an election under sub-bylaw 25.2 or is unavailable to act as chairman at that meeting or at a part of the meeting, those present at the meeting must authorise another person to act as chairman of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.

- 25.4 A person appointed under sub-bylaw 25.3 need not be a Proprietor.
- 25.5 A person appointed under sub-bylaw 25.3 may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 25.6 Subject to sub-bylaws 25.1 to 25.5, the person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who was chairman of the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- 26.1 Subject to sub-bylaw 26.3, if a quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand adjourned to either:
- (1) the same day in the next week at the same place and time; or
 - (2) at a date and time to be determined by the Council and notified to the Proprietors.
- 26.2 If, on the date and at the time and place determined under sub-bylaw 26.1, a quorum is not present within 30 minutes after the time appointed for the meeting, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business;
- 26.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of Proprietors, the meeting will be dissolved.
- 26.4 The chairman may, with the consent of a general meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, and if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.
- 26.5 No business may be transacted at a general meeting which is adjourned other than the business left unfinished at the meeting from which the adjournment took place but the meeting will continue to be subject to sub-bylaw 27.2.

27. Voting at a general meeting

- 27.1 Subject to sub-bylaw 27.2, a motion may be passed at a general meeting by a simple majority vote.
- 27.2 If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the quorum and voting requirements of section 3C(1) must be complied with in respect of that motion.
- 27.3 Before a motion at a general meeting can be voted on, it must be moved by a Proprietor or proxy of a Proprietor entitled to vote on the motion and must be seconded by a Proprietor or proxy of a Proprietor entitled to vote on the motion.
- 27.4 All motions at a general meeting are to be determined on a show of hands, unless any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw 27.6, save that any requirements of the Act in relation to the unanimous resolutions, resolutions without dissent and special resolution must be complied with.

- 27.5 On a show of hands, each person entitled to vote has one vote for each Lot owned by that person.
- 27.6 On a poll, each person entitled to vote has one vote for each unit entitlement allocated to the Lot in respect of which they are voting.
- 27.7 Subject to the requirements of voting under section 3C(1)(c) in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw 27.4.
- 27.8 If a poll is duly demanded, it must be taken immediately in any manner the chairman thinks fit and the chairman must declare the result of the poll.
- 27.9 A demand for a poll may be withdrawn before the result of the poll is declared and if withdrawn any steps taken in relation to the poll must be cancelled and of no effect.
- 27.10 In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- 27.11 The chairman has a deliberative vote if they are otherwise entitled to vote, but does not have a casting vote.

28. Restrictions on moving or seconding a motion

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

29. Entitlement to vote

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

30. Voting by proxy

- 30.1 Any person entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy holder to vote on their behalf at that meeting.
- 30.2 A proxy instrument must be in writing under the hand of the appointor or their attorney and may be either for a particular general meeting or for all general meetings.

- 30.3 A proxy holder need not be a Proprietor.
- 30.4 On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the Lot of such of the joint Proprietors as do not vote personally or by an individual proxy holder.
- 30.5 The co-Proprietors of a Lot may only vote on a show of hands or on a poll by a proxy holder jointly appointed by them and the appointee may be one of them.
- 30.6 If the co-Proprietors of a Lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands, on a poll or otherwise, except when the unanimous resolution of Proprietors is required by the Act.

31. Common Seal

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

Part 3- Theme of Development

32. Mixed Use Development

- 32.1 All Proprietors acknowledge and agree that:
- (1) the Scheme is a residential / commercial development and may not be used for activities unrelated to the approved use;
 - (2) the quiet enjoyment of the Scheme and the Lots may be impacted on by noise associated with inner city living;
 - (3) restrictions have been placed, and further restrictions may be placed, on the Scheme by the Local Government; and
 - (4) where the By-Laws include restrictions imposed by the Local Government, the prior approval of the Local Government is required before the relevant By-Laws can be changed, amended or repealed.
- 32.2 All Proprietors acknowledge and agree that:
- (1) having regard to the proximity of the Land to the Swan River:
 - (a) the Land, and once constructed the basement levels forming part of the Scheme are susceptible to water seepage from outside the perimeter of the Land; and
 - (b) some Lots and the Common Property within the basement levels forming part of the Scheme may be susceptible to and affected by water seepage from outside the perimeter of the Land.
 - (2) the Original Proprietor is required to prepare a Stormwater and Groundwater Management Plan to minimise the risk of water seepage from outside the perimeter of the Land; and

- (3) all Proprietors release and discharge the Original Proprietor from all claims in relation to or in connection with:
- (a) any loss or damage caused to the Land, the Lot, any part of the Common Property or any personal property of the Proprietor (including their Invitees) due to any water seeping into the Land, the Property or any part of the Common Property; and
 - (b) any loss of use, loss of enjoyment or reduction in value of the Property or any part of the Common Property caused or contributed to by any water seeping into the Land, the Property or any part of the Common Property.

33. Waste Management

- 33.1 In this By-Law 33, **Waste Management Plan** means the waste management plan prepared in August 2014 by Dallywater Consulting and any supplemental or other waste management plans in relation to the Scheme required and approved by the Local Government which may include recycling measures and management of waste by the Local Government or private contractors, including for the washing down and cleaning of bins and designated waste storage areas within the Scheme in accordance with the requirements of the Local Government and any other relevant authority in relation to the Scheme.
- 33.2 The Strata Company:
- (1) must comply, at its cost with, the requirements of the Waste Management Plan;
 - (2) must comply with any other requirements imposed from time to time by the Local Government and any other relevant authority in respect of the Waste Management Plan; and
 - (3) must otherwise comply with the directions of the Local Government and any other relevant authority in relation to the Waste Management Plan arising by operation of the Waste Management Plan.
- 33.3 This By-Law 33 may not be amended, added to or repealed without the prior written approval of the Local Government.

34. Stormwater and Groundwater Management Plan

- 34.1 In this By-Law 34, **Stormwater and Groundwater Management Plan** means the stormwater and groundwater management plan to be prepared and implemented by the Original Proprietor to the satisfaction of the Local Government and any supplemental or other stormwater and groundwater management plans in relation to the Scheme required and approved by the Local Government and any other relevant authority.
- 34.2 The Strata Company:
- (1) must comply, at its cost with, the requirements of the Stormwater and Groundwater Management Plan;
 - (2) must comply with any other requirements imposed from time to time by the Local Government and any other relevant authority in respect of the Stormwater and Groundwater Management Plan; and

- (3) must otherwise comply with the directions of the Local Government and any other relevant authority in relation to the Stormwater and Groundwater Management Plan arising by operation of the Stormwater Management Plan.

34.3 This By-Law 34 may not be amended, added to or repealed without the prior written approval of the Local Government.

35. Car Parking Management Plan

35.1 In this By-Law 35:

- (1) **Car Parking Management Plan** means the car parking management plan to be prepared and implemented by the Strata Company to the satisfaction of the Local Government and any supplemental or other car parking management plans in relation to the Scheme required and approved by the Local Government and any other relevant authority governing the use of the car bays, including any tandem car bays and the Visitor Car Bays, and any other matters relating to the use and enjoyment of the car bays within the Scheme.
- (2) **Office Lots Parking Easement** means the parking and carriageway easement for the benefit of the Residential Lots which will burden the car parking bays forming part of Office Lots 126 to 131 inclusive, 135 and 136.

35.2 The Strata Company:

- (1) must comply, at its cost with, the requirements of the Car Parking Management Plan;
- (2) must comply with any other requirements imposed from time to time by the Local Government and any other relevant authority in respect of the Car Parking Management Plan; and
- (3) must otherwise comply with the directions of the Local Government and any other relevant authority in relation to the Car Parking Management Plan arising by operation of the Car Parking Management Plan.

35.3 The Proprietors and occupiers must comply with any Car Parking Management Plan applicable to the Scheme from time to time.

35.4 Subject to the operation of the Office Lots Parking Easement:

- (1) the Proprietors of the Residential Lots and their Invitees may park in the car parking bays marked "E" in the Strata Plan which form part of Office Lots 126 to 131 inclusive, 135 and 136 between the hours of 6.00pm and 7.00am on Monday to Friday and at any time on Saturday and Sunday (**After Hours Bays**) when the After Hours Bays are not in use by Office Lots 126 to 131 inclusive, 135 and 136;
- (2) the Proprietors of the Residential Lots and their Invitees have a right of carriageway over the car parking bays marked "D" in the Strata Plan which form part of Office Lots 126 to 131 inclusive, 135 and 136 between the hours of 6.00pm and 7.00am on Monday to Friday and at any time on Saturday and Sunday to access the After Hours Bays (**Carriageway Bays**);
- (3) the Proprietors of the Residential Lots and their Invitees are not permitted to park in the After Hours Bays after 7.00am and before 6.00pm on Monday to Friday or obstruct or park in the Carriageway Bays at any time;

- (4) no Proprietors of any Residential Lot and their Invitees or the Proprietors of the Office Lots 126 to 131 inclusive, 135 and 136 and their Invitees are permitted to obstruct or park in any Carriageway Bays between the hours of 6.00pm and 7.00am on Monday to Friday and at any time on Saturday and Sunday;
 - (5) the Proprietors of any of Office Lots 132 to 134 inclusive, 137 and 138 and their Invitees or any Retail Lot and their Invitees:
 - (a) must not park in any After Hours Bays at any time; and
 - (b) must not obstruct or park in the Carriageway Bays at any time;
 - (6) the Proprietors of the Residential Lots acknowledge and agree that despite the grant of rights and easements the subject of the Office Lots Parking Easement and this By-Law 35.4, no Proprietors of the Residential Lots and their invitees are entitled to any exclusive or guaranteed right to park in any of the After Hours Bays in priority or favour to an owner of another Residential Lot and their Invitees; and
 - (7) all Proprietors grant to the Strata Company the right to clamp the wheels of any Vehicle parked in any After Hours Bay and any Carriageway Bay, except where the Vehicle is parked in accordance with this By-Law 35.4 and the Office Lots Parking Easement.
- 35.5 Nothing in this By-Law 35 limits the operation of By-Law 49.
- 35.6 This By-Law 35 may not be amended, added to or repealed without the prior written approval of the Local Government.

36. Landscaping Plan

- 36.1 In this By-Law 36, **Landscaping Plan** means the landscaping and management plan or agreement required and approved by the Local Government for the ongoing maintenance and upkeep of the landscaping, plants and irrigation within the Scheme, and if applicable, any other property that is not part of the Scheme.
- 36.2 The Proprietors acknowledge and agree that no grass may be planted in respect of:
- (1) any part of the Lots by a Proprietor; and
 - (2) any part of the common property by the Strata Company.
- 36.3 The Proprietors acknowledge and agree that the Original Proprietor may be required to enter into and comply with the Landscaping Plan.
- 36.4 The Strata Company:
- (1) must comply, at its cost, with the requirements of the Landscaping Plan entered into by the Original Proprietor, and, if required by the Original Proprietor or the Local Government, enter into a deed of assignment in respect of any Landscaping Agreement, or enter into a replacement Landscaping Agreement direct with the Local Government;
 - (2) must comply with any other requirements imposed from time to time by the Local Government and any other relevant authority in respect of the Landscaping Plan; and

- (3) must otherwise comply with the directions of the Local Government and any other relevant authority in relation to the Landscaping Plan arising by operation of the Landscaping Plan.

36.5 This By-Law 36 may not be amended, added to or repealed without the prior written approval of the Local Government.

37. Lighting

- 37.1 In this By-Law 37, **Lighting** means the lighting installed or to be installed in respect of the illumination of the common areas.
- 37.2 The Proprietors acknowledge and agree that the Original Proprietor is required to install the Lighting and the Lighting must be installed and maintained in accordance with the requirements of:
- (1) AS 1680 (safe movement);
 - (2) AS 1158 (lighting of roads and public spaces); and
 - (3) AS 4282 (control of obtrusive effects of outdoor lighting).
- 37.3 Without limiting By-Law 37.2, the Strata Company must, at all times, otherwise ensure that the pedestrian pathways and access ways are adequately lit to the satisfaction of the Local Government.
- 37.4 This By-Law 37 may not be amended, added to or repealed without the prior written approval of the Local Government.

38. Public Artwork

- 38.1 The Proprietors acknowledge and agree that:
- (1) the Scheme includes, or may include, one or more pieces of public art installed, or to be installed, by the Original Proprietor on the Land or on council land immediately adjacent to the Land at the direction of the Local Government pursuant to the Local Government's Developer Contribution to Public Art Policy (**Public Artwork**); and
 - (2) any Public Artwork installed by the Original Proprietor shall be the subject of an agreement between the Artist and the Original Proprietor in relation to, amongst other things, the ongoing maintenance of the Public Artwork to a safe and aesthetic standard and the relocation and removal of the Public Artwork (**Public Artwork Agreement**).
- 38.2 The Proprietors acknowledge and agree that the Original Proprietor may be required to enter into and comply with the Public Artwork Agreement if the Scheme or council land adjoining the Scheme includes Public Artwork.

- 38.3 If the Original Proprietor is required to enter into and comply with the Public Artwork Agreement, then the Strata Company:
- (1) must comply, at its cost with, the terms of any Public Artwork Agreement entered into by the Original Proprietor (including but not limited to the ongoing maintenance and upkeep of the Public Artwork) and, if required by the Original Proprietor or the Local Government, enter into a deed of assignment in respect of any Public Artwork Agreement, or enter into a replacement Public Artwork Agreement direct with the Artist;
 - (2) must comply with any other requirements imposed from time to time by the Local Government in respect of the Public Artwork; and
 - (3) must otherwise comply with the directions of the Local Government in relation to the Public Artwork and the Public Artwork Agreement.
- 38.4 This By-Law 38 may not be amended, added to or repealed without the prior written approval of the Local Government.

Part 4 - Grants of Exclusive Use

39. Exclusive Use of Common Property: Air-conditioning

- 39.1 Subject to compliance with By-Law 42, each Proprietor shall have, in relation to its Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Lot.
- 39.2 A Proprietor referred to in By-Law 39.1 must not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.
- 39.3 Each Proprietor further acknowledges and agrees that it must, at its own cost:
- (1) maintain the common property occupied by the Air-Conditioning System servicing its Lot in good repair and condition; and
 - (2) maintain in proper working order any Air-Conditioning System installed for the benefit of its Lot,
- subject to it obtaining any consents required under sub-bylaw 39.2.

40. Exclusive Use of Common Property: Fixtures and Fittings

- 40.1 Subject to compliance with By-Law 42, each Proprietor shall have in relation to its Lot:
- (1) the special privilege of installing and keeping the Fixtures and Fittings on common property; and
 - (2) the exclusive use of the common property consisting of the Fixtures and Fittings and the cubic space occupied by them.
- 40.2 Each Proprietor must:
- (1) maintain the common property occupied by the Fixtures and Fittings in accordance with section 35(1)(c) of the Act;

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

41. Exclusive Use of Common Property: Signage Rights

- 41.1 In this By-Law, **Signage Area** means any portion of the common property cubic space on the external façade of the buildings set aside by the Strata Company for the installation of a Sign from time to time.
- 41.2 If, at any time, a Proprietor is granted the exclusive use of the Signage Area, that Proprietor may:
- (1) if the Proprietor is the Original Proprietor, or is the Proprietor of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 41; or
 - (2) licence the use of the Signage Area to a person or corporation that is the Proprietor or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 41. A licence granted in accordance with this sub-bylaw 41.2(2) may not be assigned or sublicensed to any party other than a Proprietor of a Commercial Lot.
- 41.3 Any Sign installed in the Signage Area must:
- (1) be approved in writing by the Council; and
 - (2) be in compliance with:
 - (a) any conditions specified by any approval of the Council and the Local Government or any other relevant authority; and
 - (b) any signage strategy for the Scheme put in place by the Council from time to time.
- 41.4 A Proprietor granted exclusive use of the Signage Area must maintain the Signage Area in accordance with section 35(1)(c) of the Act.
- 41.5 This Schedule 1 By-Law 41 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

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

- 42.1 In this By-Law 42, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 39, 40 and 41 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 42.2 A Proprietor who applies to the Council for the permission referred to in sub-bylaw 42.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.

42.3 Subject to sub-bylaw 42.4, the permission of the Council referred to in sub-bylaw 42.1:

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

42.4 The Council:

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

42.5 Each Proprietor granted rights by Schedule 1 By-Law 39, 40 and 41 must:

- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
- (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
- (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
- (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
- (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
- (6) subject to By-Law 39, at the Proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
- (7) not assign sub-lease or in any other way grant any such rights to any other person;
- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
- (9) on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
- (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
- (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to

in sub-bylaw 42.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

- 42.6 If a Proprietor fails to comply with sub-bylaw 42.5(7), (9) or (10), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the Act.

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

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

44. Special Use of Common Property: End-of-Trip Facilities

- 44.1 The Proprietors of the Commercial Lots shall be entitled to the exclusive use and enjoyment of the End of Trip Facilities.
- 44.2 The Proprietors of the Commercial Lots accept the grant, and the Proprietors of the Residential Lots consent to the granting to the Proprietors of the Commercial Lots, of the exclusive use of the End of Trip Facilities as provided for in By-Law 44.1.
- 44.3 The Council may for the purpose of this By-Law 44 make rules in respect of the End of Trip Facilities.
- 44.4 The Proprietors of the Commercial Lots agree to use the each End of Trip Facilities only for their intended purposes.
- 44.5 A Proprietor or occupier of a Commercial Lot, including any their tenants, and their respective staff and employees; must, at all times, comply with the rules made from time to time by the Council in relation to the End of Trip Facilities.
- 44.6 The rules made by the Council in relation to the use of the End of Trip Facilities may include the following rules:
- (1) the End of Trip Facilities may only be used between the hours prescribed by the Strata Company from time to time;
 - (2) the End of Trip Facilities may only be used by the Proprietors of the Commercial Lots, their tenants, and their respective staff and employees;
 - (3) glass objects, drinking glasses, food and sharp objects are not permitted in or about the End of Trip Facilities;
 - (4) all users must be appropriately attired whilst using the End of Trip Facilities;

- (5) all users must remove all items they take with them onto the End of Trip Facilities and properly dispose of refuse; and
 - (6) all users use the End of Trip Facilities at their own risk and must be responsible for their own safety.
- 44.7 In respect of the bicycle bays forming part of the End of Trip Facilities, the Proprietors of the Commercial Lots, their tenants, and their respective staff and employees:
- (1) may use only for the purpose of parking and storing bicycles; and
 - (2) agree that the use of, and storage of bicycles in the End of Trip Facilities is at the risk of the Proprietors of the Commercial Lots their tenants, and their respective staff and employees.

45. Exclusive Use of Common Property: Whole of Floor Office Levels

- 45.1 Where, and for as long as a Proprietor is the sole individual owner (or co-owners) of all of the Office Lots on any floor of the building in the Scheme, that Proprietor (**Whole Office Floor Proprietor**) shall have the exclusive use by the Whole Office Floor Proprietor and their tenants of all of the Whole Office Floor Exclusive Use Area.
- 45.2 The Whole Office Floor Proprietor accepts the grant, and the Proprietors of each other Lot consent to the granting to the Whole Office Floor Proprietor, of the exclusive use of the Whole Office Floor Exclusive Use Area on that floor of the building in the Scheme owned by the Whole Office Floor Proprietor as provided for in By-Law 45.1.
- 45.3 A Whole Office Floor Proprietor who has exclusive use of the common property pursuant to By-Law 45.1 must maintain the common property in accordance with section 35(1)(c) of the Act.

46. Exclusive Use of Common Property: All Office Lots

- 46.1 Where, and for as long as a Proprietor is the sole individual owner (or co-owners) of all of the Office Lots of the building in the Scheme, that Proprietor (**Office Lots Proprietor**) shall have the exclusive use of:
- (1) the Whole Office Floor Exclusive Use Area; and
 - (2) the Office Lots Lobby Entrance Exclusive Use Area.
- 46.2 The Office Lots Proprietor accepts the grant, and the Proprietors of each other Lot consent to the granting to the Office Lots Proprietor, of the Whole Office Floor Exclusive Use Area and the Office Lots Lobby Entrance Exclusive Use Area, as provided for in By-Law 46.1.
- 46.3 An Office Lots Proprietor who has exclusive use of the Whole Office Floor Exclusive Use Area and the Office Lots Lobby Entrance Exclusive Use Area pursuant to By-Law 46.1 must maintain the common property in accordance with section 35(1)(c) of the Act.

Part 5 - Obligations of Proprietors

47. Use of Residential Lots

- 47.1 A Proprietor of a Residential Lot may only use its Residential Lot as a residence.

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- 47.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to section 42(15) of the Act and Schedule 2, By-Law 17;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 47.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 47.4 Despite By-Law 47.1, a Proprietor of a Residential Lot may:
- (1) grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months; or
 - (2) conduct business from the Residential Lot so long as:
 - (a) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
 - (b) the conduct of the business does not breach any Local Government by-law or regulation;
 - (c) the conduct of the business does not cause any inconvenience to the other Proprietors or occupiers of the Residential Lots; and
 - (d) the business does not involve the manufacture, storage or selling of goods.
- 47.5 Despite By-Law 47.1 and 47.4(2)(a), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 47.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
- (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement;
 - (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the

Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 47.6(4).

- 47.7 A Proprietor of a Residential Lot may not grant short term occupancy rights in respect of the Residential Lot, being occupancy for a term of less than 3 months, to any party.
- 47.8 A Proprietor or occupier of a Residential Lot:
- (1) may not install or permit to be installed an Air-Conditioning System on any balcony or courtyard forming part of the Residential Lot or on any part of the common property in addition to any Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**); and
 - (2) may not alter or tamper with the Existing Air-Conditioning System;
- 47.9 A Proprietor or occupier of a Residential Lot that has an Existing Air-Conditioning System on any balcony or courtyard forming part of the Residential Lot as at the date of registration of the Scheme:
- (1) may upgrade or replace an Existing Air-Conditioning System from time to time with the consent of the Strata Company provided the replacement Air-Conditioning System is located in the same position and remains screened from view from outside the Residential Lot, and is generally the same size and configuration, as the Existing Air-Conditioning System;
 - (2) grants the Strata Company by its agents, engineers, servants, workmen and others upon reasonable notice to the Proprietor or occupier of a Residential Lot with any balcony or courtyard forming part of the Residential Lot to enter the Residential Lot to maintain the Existing Air-Conditioning System;
- 47.10 A Proprietor and occupier of a Residential Lot must, in relation to the lot and the Scheme as a whole:
- (1) effect and maintain with insurers approved under the *Insurance Act 1973* (Cth):
 - (a) adequate contents insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) not permit any contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

48. Use of Commercial Lots

- 48.1 If there is any conflict between this By-Law 48 and any other By-Law, then this By-Law shall prevail. For the avoidance of doubt a Commercial Lot includes any alfresco areas forming part of the Commercial Lot.

- 48.2 The Proprietor or occupier of a Retail Lot may only use the Retail Lot for specialty retail, local shop, consulting room, office, café/restaurant use unless the Proprietor or occupier of a Retail Lot complies with By-Law 48.3.
- 48.3 If the Proprietor or occupier of a Retail Lot wishes to use a Retail Lot other than for retail, local shop, consulting room, office, café/restaurant use, the Proprietor or occupier of a Retail Lot must:
- (1) obtain the approval of the Strata Company; and
 - (2) submit a separate application and receive approval from the Local Government and all other authorities to the proposed use of the Retail Lot.
- 48.4 The Proprietor or occupier of an Office Lot may only use the Office Lot for office, café/restaurant, local shop, shop, small shop, showroom, service industry, specialty retail, consulting rooms, educational establishment or indoor sporting activities use unless the Proprietor or occupier of an Office Lot complies with By-Law 48.5.
- 48.5 If the Proprietor or occupier of an Office Lot wishes to use an Office Lot other than for office, café/restaurant, local shop, shop, small shop, showroom, service industry, specialty retail, consulting rooms, educational establishment or indoor sporting activities use, the Proprietor or occupier of an Office Lot must:
- (1) obtain the approval of the Strata Company; and
 - (2) submit a separate application and receive approval from the Local Government and all other authorities to the proposed use of the Office Lot.
- 48.6 The Proprietor and occupier of a Commercial Lot must:
- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
 - (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
 - (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Proprietor and occupier will provide copies of all these approvals, consents and licences upon demand by the Council.
 - (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:
 - (a) the use and occupation of a Commercial Lot for the use intended by the Proprietor and occupier;
 - (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Proprietor and occupier's employees and other persons working in or entering the Commercial Lot;
 - (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;

(d) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and

(e) the provision of fire fighting equipment,

and must comply with the notices or requirements of all relevant authorities regarding the matters in this sub-bylaw 48.4(4).

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

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

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

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

- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
- (2) where the Commercial Lot is:
 - (a) a Retail Lot maintain both the internal and external surfaces of the windows in a clean condition; or
 - (b) an Office Lot maintain the internal surfaces of the windows in a clean condition;
- (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
- (5) where necessary provide a sanitary hygiene service to the female toilets.
- (6) cause rubbish and recycling materials accumulated in the Commercial Lot to be placed daily in the rubbish container provided by the Strata Company and situated on the Land in an area set aside for that purpose or in accordance with the

arrangements made by the Proprietor and occupier of a Commercial Lot in accordance with By-Law 48.10;

- (7) maintain the grease trap situated on the land and provided for the use of the Commercial Lots, including emptying, cleaning and managing access; and
- (8) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receipt receptacle or anywhere else on the common property.

48.10 The Strata Company may require the Proprietor and occupier of a Commercial Lot to:

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

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

48.12 The Proprietor and occupier of a Commercial Lot must:

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

48.13 The Proprietor and occupier of a Commercial Lot must:

- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;
- (2) to the extent caused, or necessitated, by the actions of the relevant Proprietor or occupier, be liable for the cost of:
 - (a) repairing any damage to the electrical system;
 - (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and

- (c) if necessary, disconnecting the Proprietors' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and
 - (3) not install or permit to be installed an Air-Conditioning System on any alfresco area forming part of the Commercial Lot, or any areas external to the Commercial Lot which are made available for the use of the Commercial Lot.
- 48.14 The Proprietor and occupier of a Commercial Lot must:
- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
 - (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
 - (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
 - (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.
- 48.15 The Proprietor and occupier of a Commercial Lot must not use reflective or obscure glazing on the ground floor windows and openings of a Commercial Lot.
- 48.16 The Proprietor and occupier of a Commercial Lot may in respect of the alfresco areas forming part of the Commercial Lot, but without limiting any other obligation of the Proprietor under this By Law 48:
- (1) place tables and chairs in the alfresco area of the Commercial Lot where the use of tables and chairs is ancillary to the conduct of any business from the Commercial Lot;
 - (2) place umbrellas within in the alfresco area of the Commercial Lot provided those umbrellas do not exceed 2 metres in height; and
 - (3) play music, or permit music to be played so that it is audible within the alfresco area of a Commercial Lot provided that the music must not be audible from within the confines of any internal space of any Lot (other than the Commercial Lot from where the music emanates).
- 48.17 Without limiting Schedule 2, By Law 4, before the commencement of any works in the nature of a "fit out", including any works which require structural alterations or additions intended to make a lot suitable for occupation, or re-occupation of a Commercial Lot, a Proprietor and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works from the Local Government and any other relevant authority, submit an application and receive approval of the Council to those works, which application will be considered by the Council having regard to the terms and conditions set out in these By-Laws, including without limitation Schedule 2, By Law 7.
- 48.18 In considering an application pursuant to sub-bylaw 48.16, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a mechanical engineer in regard to any aspect of the compatibility of the proposal with the Services and from a structural engineer in

relation to the effect any proposed structural works may have on the structural soundness of the building.

48.19 A Proprietor and occupier of an Office Lot and a Retail Lot must, in relation to the lot and the Scheme as a whole:

- (1) effect and maintain with insurers approved under the *Insurance Act 1973* (Cth):
 - (a) adequate business insurance; and
 - (b) public risk insurance with an amount insured of at least:
 - (i) \$20,000,000 in respect of an Office Lot (or such other amount as the Strata Company may from time to time prescribe) for any one event; and
 - (ii) \$50,000,000 in respect of a Retail Lot (or such other amount as the Strata Company may from time to time prescribe) for any one event;
- (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (3) must not permit their contractors to carry out any works in relation to the Office Lots and Retail Lots without ensuring that the contractor has all appropriate insurance cover in respect of those works.

48.20 Subject to the approval of the Local Government and any other relevant authority in relation to the proposed use of a Retail Lot, the Proprietor or occupier of a Retail Lot shall have the right to make an application to the Department of Racing, Gaming and Liquor (the **Department**) for the issue of a liquor licence in respect of the Retail Lot. The Proprietor or occupier of the Retail Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Proprietor or occupier who makes an application pursuant to this sub-bylaw 48.20 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme which render it impossible for the Proprietor or occupier to comply with any conditions imposed by the Department.

49. Acknowledgements and Obligations in relation to Car Bays

49.1 General Obligations of Proprietors and Occupiers – Car Bays

- (1) No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any person, company or corporation who is not a Proprietor or occupier of a Lot within the Scheme.
- (2) A Proprietor is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.
- (3) A Proprietor or occupier may not, without the consent of the Strata Company, erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use, nor use the car bay as a storage area.

- (4) Each Proprietor consents to the Strata Company attending to such works to the car bays and any other parts of the common property to ensure that they remain appropriately marked or signed at all times, including:
 - (a) any painting and line markings; and
 - (b) any signage, including directional signage.
- (5) If a Proprietor or occupier fails to comply with its obligations in either of sub-bylaws 49.1(2) or 49.1(3), the Strata Company is authorised, upon notice to the Proprietor or occupier (and subject to the Proprietor or occupier being given a reasonable opportunity to remedy the failure or default), to enter upon the car bay for the purposes of cleaning the car bay or removing any structure or offending item, the costs of which will be payable by the relevant Proprietor or occupier.
- (6) Without limiting the operation of By-Law 49.1(5), all Proprietors grant to the Strata Company the right to clamp the wheels of any Vehicle parked in any car bays, except where the Vehicle is parked in accordance with this By-Law 49.1.

49.2 Visitor Car Bays

- (1) The Strata Company must, and the Proprietors and occupiers of all Lots acknowledge and agree that the Strata Company must set aside 13 car bays located on and forming part of the common property exclusively for the use as car parking for visitors to Proprietors and occupiers of the Lots (**Visitor Car Bays**); and
- (2) The Strata Company must ensure that the Visitor Car Bays are appropriately marked or signed as such at all times and are readily accessible to visitors at all time.
- (3) The Proprietors and occupiers of the Lots acknowledge and agree that they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Bays at any time.
- (4) The Strata Company may clamp the wheels of any Vehicle parked in any Visitor Car Bays, except where the Vehicle is parked in accordance with this By-Law 49.2.
- (5) The Strata Company may not, without the consent of the Local Government, grant rights of exclusive use or special privilege over any of the Visitor Car Bays to any Proprietor at any time.

49.3 Disabled Car Parking Bay

- (1) The Strata Company must, and the Proprietors and occupiers of all Lots acknowledge and agree that the Strata Company must set aside 1 car bay located on and forming part of the common property as a disabled bay for the use by tenants and visitors of the Commercial Lots, and subject to the display of a valid ACROD sticker (**Disabled Car Parking Bay**), and the Strata Company must ensure that the Disabled Car Parking Bay is appropriately marked or signed as such at all times.
- (2) The Proprietors of the Lots acknowledge and agree that they are not permitted to obstruct the Disabled Car Parking Bay at any time nor are they permitted to park Vehicles in or otherwise use the Disabled Car Parking Bay.

- (3) The Strata Company may clamp the wheels of any Vehicle parked in any Visitor Disabled Car Bay, except where the Vehicle is parked in accordance with this By-Law 49.3.
- (4) The Strata Company may not, without the consent of the Local Government, grant rights of exclusive use or special privilege over the Disabled Car Parking Bay to any Proprietor at any time.

50. Facades of Lots

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

51. Special Use of Recreational Facilities

- 51.1 The Council may make rules regarding the use of the Recreational Facilities from time to time.
- 51.2 The Proprietors of the Residential Lots shall be entitled to the special use and enjoyment of that part of the Common Property (and which includes the Recreational Facilities) as delineated and identified by way of hatching on the Special Use Recreational Facilities Plan and on the conditions contained in By-laws 51.4 and 51.5.
- 51.3 The Proprietors of the Residential Lots accept the grant, and the Proprietors of the Commercial Lots consent to the granting to the Proprietors of the Residential Lots, of the special use the Common Property (including the Recreational Facilities) as provided for in By-law 51.2.
- 51.4 A Proprietor or occupier of a Lot, including any lessee, licensee, guest or visitor must, at all times, comply with the rules made from time to time by the Council in relation to the Recreational Facilities.
- 51.5 The rules made by the Council in relation to the use of the Recreational Facilities may include the following rules:
 - (1) the Recreational Facilities may only be used between the hours prescribed by the Strata Company from time to time;
 - (2) a guest or visitor of a Proprietor or occupier of a Lot may only use the Recreational Facilities provided that they are accompanied by that Proprietor, occupier or other resident;
 - (3) children under the age of 16 years may use the Recreational Facilities only if accompanied and supervised by an adult;
 - (4) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Recreational Facilities except in areas designated by the Council from time to time as specifically designed for eating and drinking;
 - (5) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
 - (6) gymnasium and swimming pool equipment may only be used for their intended purpose and must not be interfered with;

- (7) all users must be appropriately attired whilst using the Recreational Facilities and nude bathing is not permitted at any time;
- (8) all users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse;
- (9) a maximum number (as prescribed by the Council) of guests or visitors of a Proprietor, occupier or other resident of a Lot are permitted to use the Recreational Facilities at any one time;
- (10) all users use the Recreational Facilities at their own risk and must be responsible for their own safety.

Part 6 - Miscellaneous Rights and Obligations of the Strata Company

52. Penalty for breach of By-Laws

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

53. Alternative Solution

- 53.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 53.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 53.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an alternative solution (**Alternative Solution**) which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of 53.3(1) and 53.3(2).
- 53.4 The Original Proprietor may adopt or be required to adopt Alternative Solutions by the Local Government from time to time.
- 53.5 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.
- 53.6 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 53.
- 53.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 53.

- 53.8 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 53.9 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 53.10 In this By-Law 53, **Claim** means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

54. Essential Services to be inspected or tested

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

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Fire Detectors and Alarm Systems	BCA E2.2a, AS 1670	Monthly to AS 1851
Fire Hydrants	BCA E1.3, AS 2419.1	6 monthly to AS 1851
Pump sets and booster connection where installed	BCA E1.3, AS 2419.1	Monthly to AS 1851
Sprinklers, including isolation valves where installed	BCA E1.5, AS 2118, Code of practice for installation of residential life safety sprinkler systems	Monthly to AS 1851
Emergency and Intercommunications Systems Maintenance where installed	BCA E4.9, AS1670.4 & AS4428.1	Monthly to AS 1851
Fire doors (including signs)	BCA C3.4, AS 1905.1	Monthly to AS 1851
Smoke doors	BCA C2.5, D2.6	Monthly to AS 1851
Exit Doors	BCA Section D	6 monthly inspections to confirm exit doors are intact, operational and fitted with conforming hardware.
Paths of travel to exits	BCA Section D	6 monthly inspections to confirm travel paths are intact

		and annually to AS 1851
Emergency Lighting	BCA E4, AS 2293.1	6 monthly to AS 2293
Exit Signs	BCA E4, AS 2293.1	6 monthly to AS 2293
Fire Extinguishers (portable)	BCA E1.6, AS 2444	6 monthly to AS 1851
Fire Hose Reels	BCA E1.4	6 monthly to AS 1851
Fire indices for materials	BCA C1.10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual Inspection
Penetrations in fire-rated and smoke rated structures	BCA Part C3	Annual Inspection
Mechanical services with fire and smoke control features		3 monthly to AS 1851
OTHER SERVICE/MAINTENANCE TO BE PERFORMED		NATURE AND FREQUENCY
External metal surfaces (including painted or powder coated surfaces): <ul style="list-style-type: none"> • Roller doors, driveways and pedestrian gates; and • Roller doors, driveway and pedestrian gates. 		To be washed and soft brushed once a month – repainted when required. To be serviced once every 3 months.
Reticulation System		To be checked regularly – important to not overwater, and not to water other than on allocated days
Lift	BCA E3	Ensure contractor adheres to service agreement
Roof Gutters and Drains		To be cleaned every 3 months
Soak wells		To be inspected every 6 months and emptied when required.
Carpets		Dry-clean communal carpets in lounge areas etc. once every 6 months or more often if required.
Timberwork		To be kept clean and repainted every 3 to 5 years or when required.
Time switches and motion detectors	BCA J6	To be checked on a regular basis to ensure operating as

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		installed to assist with energy efficiency
Plant thermostats		Serviced in accordance with manufacturer's instructions and to be maintained to ensure that they perform as installed to assist with energy efficiency
Water heaters, boosters and circulating pumps		Serviced in accordance with manufacturer's instructions
Swimming pool safety fencing and gates	BCA G1.1	Checked regularly as required by BCA and local government
Carpark mechanical ventilation		To be checked and serviced in accordance with manufacturer's instructions

55. Administrative Expense Contributions Varied

55.1 Pursuant to section 36(1), the Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.

55.2 In accordance with the provisions of Section 42B, if an item of administrative expense is specifically related to:

- (1) only the Residential Lots; or
- (2) only the Office Lots; or
- (3) only the Retail Lots; or
- (4) only the Commercial Lots;
- (5) to an area of the common property over which rights of special or exclusive use have been granted; or
- (6) to any particular Lot or Lots within the Scheme;

the cost of that expense shall wherever practicable be borne by the Proprietors of the relevant Lot or Lots, or the grantee of the special or exclusive use, to which that item of expense specifically relates.

55.3 The proportions by which costs referred to in sub-bylaw 55.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Proprietors as to the method of allocation.

55.4 An allocation of cost pursuant to sub-bylaw 55.3 may, but need not bear any relationship to the unit entitlement of any or all of the Lots.

55.5 All other costs not otherwise allocated in accordance with sub-bylaw 55.2 for the administrative fund must be shared by all the Proprietors in accordance with unit entitlement.

56. Insurance

- 56.1 In addition to any other rights of the Strata Company as set out in Part IV, Division 4 of the Act, the Proprietors acknowledge and agree that, where an insurance claim is made on or in relation to a policy of insurance held by the Strata Company which relates directly to one or more Lots, the relevant Proprietor or Proprietors of the Lot or Lots shall be liable to pay to the Strata Company, on demand, an amount equal to the excess payable to the relevant insurer in respect of the claim.

57. National Broadband Network

- 57.1 In this By-Law 57:

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

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

57.2 Exclusive use of Pathways

- (1) The Strata Company acknowledges and agrees that:
 - (a) the Original Proprietor has granted, or intends to grant, to NBN Co an exclusive licence to use of the Pathways for the period of time that NBN Co supplies Network Infrastructure to the Scheme; and
 - (b) NBN Co may sub-licence the use of the Pathways or transfer its exclusive licence to a Supplier of Network Infrastructure in its discretion.
- (2) The Strata Company agrees that it will, at the request of the Original Proprietor or NBN Co, either take an assignment of any existing licence granted to NBN Co in respect of the Pathways, or grant an exclusive licence direct to NBN Co in respect of the use of the Pathways.

57.3 Telecommunications Act

- (1) The Strata Company acknowledges and agrees that the Original Proprietor has entered into the Developer Agreement.
- (2) The Strata Company agrees to comply with the Developer Agreement as follows:
 - (a) the Strata Company must give any reasonable assistance which NBN Co or the Supplier requires in issuing notices under schedule 3 of the Telecommunications Act and the Telecommunications Code of Practice 1997;
 - (b) the Strata Company agrees in accordance with clause 17(5), 18(3) and 19(2) of schedule 3 of the Telecommunications Act to waive its right to be given notice under clause 17(1), 18(1) or 19(1) of schedule 3 of the Telecommunications Act in relation to the exercise by NBN Co or the Supplier of its power to inspect land, to install a low impact facility within the meaning of the Telecommunications (Low Impact Facilities) Determination 1997 or to maintain a facility; and
 - (c) the Strata Company acknowledges and agrees that by waiving its right to receive a notice under clause 17(5), 18(3) or 19(2) of schedule 3 of the Telecommunications Act it is also waiving any right, including without limitation any right conferred by clause 4.30 of the Telecommunications Code of Practice 1997, to object to the activities that are the subject of the notice.

Schedule 2 By-Laws

1. Payments and notifications

1.1 A Proprietor must:

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

1.2 In addition to any other form of service authorised by the Act, the Proprietors acknowledge and agree that, unless otherwise specified in these By-Laws or the Act, a notice required to be served on the Proprietor under these By-Laws or the Act may be properly served on a Proprietor by way of email sent to the email address of the Proprietor notified under Schedule 2 sub-bylaw 1.1(2) or as may be updated from time to time. A notice sent by email shall be deemed to have been received by the Proprietor on the date that it is sent to it unless the sender receives a delivery failure notification.

2. Maintenance and repairs

2.1 A Proprietor must, at its cost:

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

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

3. Refuse, cleaning and waste management

3.1 Proprietors and occupiers must:

- (1) maintain within their Lot, or on such part of the common property as may be authorised by Council, a garbage bin in clean and dry condition and adequately covered;
- (2) ensure that garbage bins are only placed on the verge of the Scheme shortly prior to the scheduled collection times and must be removed as soon as reasonably practicable following collection (and in any event, must not be left on the verge overnight);

- (3) comply with all By-Laws of the Local Government relating to the disposal of garbage; and
 - (4) not deposit rubbish on common property or on their Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 sub-bylaw 3.2, placed in garbage bins or chutes provided or approved by the Strata Company, or on any other Lot.
 - (5) Ensure recyclable materials are placed into recycling containers provided or approved by the Strata Company.
- 3.2 Proprietors and Occupiers must not place within any garbage chute any form of recyclable materials, including cardboard boxes and glass bottles and any other materials that may block or otherwise damage the garbage chute.
- 3.3 Cause any excess or excessively large waste to be placed in bulk containers provided by the Strata Company for the purpose or otherwise dispose of as directed by the Strata Company.
- 3.4 To the extent of any inconsistency between this Schedule 2 By-Law and Schedule 1 By-Law 33, then Schedule 1 By-Law 33 will prevail.

4. Alterations to lot

- 4.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Lot before they have:
- (1) obtained all the necessary approvals and permits of the Local Government;
 - (2) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;
 - (3) in addition to section 7 of the Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
 - (4) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
 - (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated work.
- 4.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, a Proprietor must ensure:
- (1) subject to Schedule 2 By-Law 15, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;

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

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

5.1 Proprietors and occupiers must:

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

5.2 Proprietors and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Lot or to any person lawfully using common property;

- (3) permit any child of whom he has control to play upon the common property or use the facilities unless accompanied by an adult exercising effective control;
 - (4) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
 - (5) make undue noise or allow undue noise to be made in or about any Lot or common property;
 - (6) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
 - (7) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.
- 5.3 Proprietors and occupiers must in respect of the bicycle bays forming part of the Common Property:
- (1) only use the bicycle bays for the purpose of parking and storing bicycles; and
 - (2) agree that the use of, and storage of bicycles in bicycle bays forming part of the Common Property at the risk of the Proprietors and occupiers.
- 5.4 Proprietors and occupiers must not, without the prior consent of the Strata Company:
- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
 - (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
 - (3) store any items in or upon the common property;
 - (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
 - (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

6. Safety and Security

- 6.1 Proprietors and occupiers must:
- (1) take all reasonable steps to maintain the safety and security of its Lot and the Scheme;
 - (2) notify the Council immediately they become aware of any threat to the Scheme;
 - (3) comply with all directions of the Council concerning the safety and security of the Scheme; and

- (4) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Proprietor provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Proprietor or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

7. Lot Appearance

- 7.1 A Proprietor or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Retail Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.
- 7.2 Without limiting Schedule 2 By-Law 7.1, or any Schedule 1 By Law, a Proprietor or occupier must not allow any antennas, satellite dishes and Air-Conditioning System to be visible from outside their Lot unless the Council has approved the locations for and installation of any antennas, satellite dishes and Air-Conditioning System.

8. Floor Coverings

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

9. Balconies and Courtyards

- 9.1 A Proprietor or occupier of a Lot must not:
- (1) use any balcony or courtyard other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
 - (2) place any umbrellas, white goods or other furniture on the balcony or courtyard other than outdoor furniture and built-in furniture, except with the prior written approval of the Council taking into account Schedule 2 By-Law 7 and the matters in this Schedule 2 By-Law 9;
 - (3) leave loose objects on the balcony or courtyard and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or courtyard or on internal partitions of the Lot if the balcony doors are left open;
 - (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony or courtyard; nor
 - (5) hang any washing, bedding, clothing or other article on the balcony or courtyard that is visible outside the Lot.

- 9.2 A Proprietor or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Proprietor or occupier of the Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony or courtyard of its Lot.
- 9.3 The Proprietors and occupiers of a Lot acknowledge and agree that their use of any balcony or courtyard may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area or courtyard is unoccupied including:
- (1) the removal of lightweight furniture during storms; and
 - (2) the removal of planter boxes during storms.

10. Window Treatments

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

11. Floor Loading

- 11.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:
- (1) excessive stress or floor loading to any part of a Lot; or
 - (2) a breach of any restrictive covenant applicable to the Strata Plan.
- 11.2 For the purposes of Schedule 2 sub-bylaw 11.1, the maximum floor loadings are:
- (1) for internal areas of Residential Lots, 1.5kPa live load; and
 - (2) for balconies adjacent to Residential Lots, 2kPa live load; and
 - (3) for an Office Lot or a Retail Lot 4kPa live load.

12. Cleaning Windows

- 12.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.
- 12.2 The Proprietor of a Retail Lot must, in addition to its obligations in Schedule 2 sub-bylaw 12.1, keep all external glass (whether in windows, doors or otherwise) on the boundary of its Lot clean and serviced at its cost at all times.

13. Signage on Commercial Lots

- 13.1 The Proprietors and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
- (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 41; .
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot; and
 - (3) the sign does not contain any offensive material.

14. Signage on Residential Lots

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

15. Vehicles

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

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

16. Flammable materials

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

17. Animals

- 17.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Lot without the prior written consent of the Council.
- 17.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.
- 17.3 A Proprietor or occupier granted consent under Schedule 2 sub-bylaw 17.2:
- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
 - (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot;
 - (3) is responsible for the health, hygiene, control and supervision of the animal; and
 - (4) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Proprietors.

- 17.4 The Strata Company may serve a notice on a Proprietor or occupier of a Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 17.5 A Proprietor or occupier that fails to comply with a notice issued under Schedule 2 sub-law 17.4 must immediately remove the animal from the Lot.

18. Prohibition on Smoking

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

19. Rules

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

20. Fire Protection and Equipment

- 20.1 The Strata Company must:
- (1) adopt, regularly review and put into effect a fire management plan designed to minimise the risk of an outbreak of fire being initiated within the Land, to control and extinguish any outbreak of fire which may occur within the Land and to preserve the safety of people located upon or within the Land; and
 - (2) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the recommendations of DFES from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
 - (a) Fire Protection Equipment – A.S. 1851;
 - (b) Fire Hose Reels - A.S. 1851;

- (c) Fire Hydrants - A.S. 1851;
- (d) Pumpset System - A.S. 1851; and
- (e) Fire Sprinkler System - A.S. 1851.

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

21. Public Address and Sound Amplification Systems

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

22. Power to Decorate

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

23. Common Property Damage & Contractor Instructions

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

24. Default

- 24.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 15 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or

expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

25. Costs of legal proceedings

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

25.2 If:

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

and:

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

then the Council is empowered to:

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

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

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

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

- (1) Strata Manager's costs;

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

26. Power of Strata Company regarding Sub meters

- 26.1 Where the supply of a utility to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage by each Lot and may engage the services of a third party for this purpose.
- 26.2 The Strata Company may recover the costs of the supply attributable to each Lot, such costs to be determined by the Strata Council from time to time.
- 26.3 In the case of electricity the Strata Council may determine costs for recovery but these must be no higher than actual cost recovery or the Synergy retail tariff, whichever is the higher.
- 26.4 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 26.2 as a levy against the relevant Proprietor and the Proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 26.4 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- 26.5 The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 26.7, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.
- 26.6 The Strata Company must lodge every sum received under this By-Law to the credit of an interest bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Proprietor or occupier who made the payment.
- 26.7 If the Proprietor or occupier in respect of which a sub meter is used for the supply of utilities refuses or fails to pay any charges due for the supply to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
 - (1) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier a security under sub-bylaw 26.5, including any interest that may have accrued in respect of that account; and
 - (2) issue the Proprietor or occupier with:
 - (a) a payment reminder notice (**Reminder Notice**) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and

- (b) failing compliance with a Reminder Notice, a disconnection notice (**Disconnection Notice**) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (3) disconnect the supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
 - (4) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to Schedule 2 sub-bylaw 26.4.
- 26.8 A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.
- 26.9 A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this By-Law 26.
- 26.10 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are no longer the Proprietor or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of electricity to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

27. Conditions of Approval

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

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

28. Strata Manager

- 28.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 28.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager:
- (1) has in place current professional indemnity insurance; and
 - (2) is a member of the Strata Community Australia (WA) Inc.
- 28.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

29. Limiting access to parts of common property

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

DATED THIS .. SIXTEENTH. . . . DAY OF APRIL 2018

SIGNATURE OF APPLICANT

Executed by 96 Mill Point Road (ACN 168 258 455) as attorney for MPD (WA) Pty Ltd (ACN 166 735 771) pursuant to power of attorney dated 6 March 2014 registration number M575467 in accordance with section 127 of the Corporations Act 2001:

Director/company secretary

EDWARD GUY BANK

Name of director/company secretary
(BLOCK LETTERS)

Director

JOHN CHAN

Name of director
(BLOCK LETTERS)

(TO BE SIGNED BY EACH APPLICANT)

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

COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124

ENCUMBRANCE Document & No Mortgage N419589

SIGNED BY

NATALIE CHEHAL
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
ACN. 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of

Att Officer of the said Bank

John Manera
300 Murray Street, PERTH WA 6000
Bank Officer

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

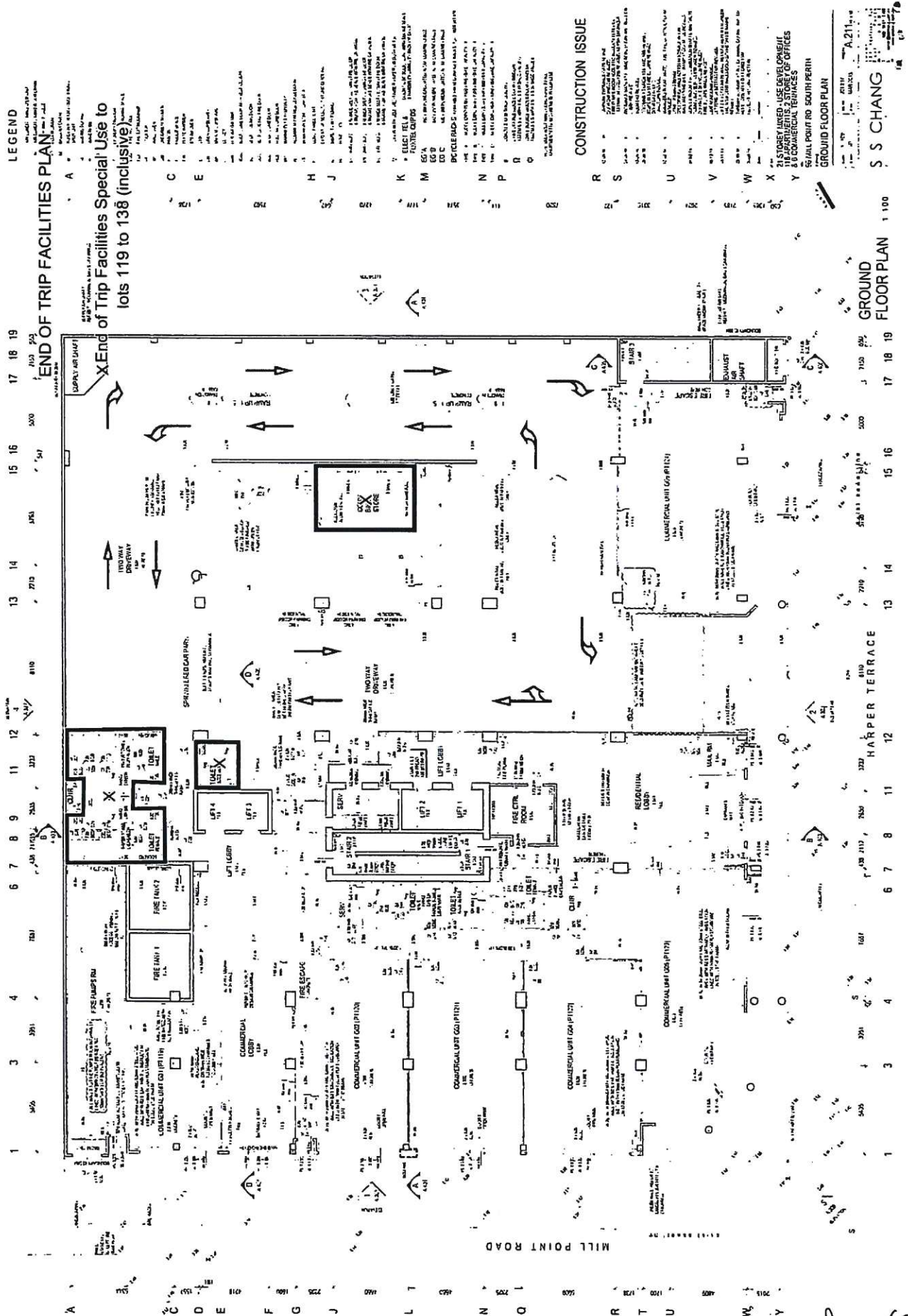
ASSISTANT MANAGER

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- Aurelia
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3RD FLOOR PLAN

3RD FLOOR PLAN

ST/14000 : CF

11 May 2018

Landgate
1 Midland Square
MIDLAND WA 6056



Attention: Linda Ivulich

E-Mail: Linda.Ivulich@landgate.wa.gov.au

Dear Linda

**RE: CASE NUMBER N875595
REQUISITION NOTICE**

In response to your Requisition Notice dated 10.09am today we:

1. hereby authorise instruct and direct that you:
 - 1.1 insert the following headings for By-Laws 44, 45 and 46 into the Contents Page of Document N875596:

44 Special Use of Common Property: End-of-Trip Facilities
45 Exclusive Use of Common Property: Whole of Floor Offices Levels
46 Exclusive Use of Common Property: All Office Lots
 - 1.2 delete "Level 6, 181 Adelaide Terrace, East Perth, Western Australia" as the address of the Grantor and Grantee in Document N875597;
 - 1.3 you insert "Suite 13, 8 Welshpool Road, East Victoria Park WA 6101" as the address of the Grantor and Grantee in lieu in the said Document N875597;
2. would appreciate your advices to whether the Requisition Fee of \$84.35 still applies to the Case given that the substantive part of the second Requisition has been withdrawn;
3. request that you proceed with processing of the Case.

If you have any queries please do not hesitate to contact the writer.

Yours sincerely
for **PARAMOUNT SETTLEMENTS**

CHRISTOPHER FARE
Licensed Director

chris@paramountsettlements.com.au

Telephone (08) 9228 0988 Facsimile (08) 9228 0883
Email info@paramountsettlements.com.au
Suite 2 "Parklane" - 120 Lake Street Northbridge WA 6003
PO Box 378 Northbridge WA 6865
Licensed Real Estate Settlement Agents - Licensee: Paramount Settlements Pty Ltd
A.B.N. 38 622 341 566



Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: 371998/1 MPD (WA) PTY
LTD SP70215

Our Ref: N875596
Enquiries: Linda Ivulich
Telephone: 9273 7629
Facsimile: 9273 7673

11 May 2018

PARAMOUNT SETTLEMENTS
POST OFFICE BOX 378
NORTHBRIDGE WA 6865

Facsimile: 92280883

Email:

Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of 21 days applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Reg. Fee
N875595, N875597	Please clarify address of registered proprietor. Application and easement documents differ.	0
N875596	An exclusive use by-law must clearly identify the portion of common property the subject of this grant of exclusive use by a sketch containing sufficient information to accurately plot the affected land. By-laws 45 and 46. (See Land Titles Registration policy and procedure guide STR-09 Amendment of By-Laws) For plan queries, please contact a Senior Plan Consultant. Please note Contents page does not list Schedule 1 by-laws 44, 45 and 46.	84.35

Requisition Sub Total \$ 84.35
Additional Fee \$ 0
TOTAL FEE Payable \$ 84.35

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
 2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
 3. Post to Landgate, Location Data Services, P O Box 2222, Midland WA 6936.
 4. For further information regarding this requisition notice please liaise with the Contact Person as shown above.
- Correspondence by representatives of parties to documents must state the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, for which a withdrawal fee of \$84.35 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



Address: PO Box 1118, Wangara DC, WA, 6947
Ph: 0478 168 550
Email: admin@conqueststrata.com.au

Owners of Aurelia

1 Harper Terrace South Perth

Strata Scheme 70215

MINUTES OF ANNUAL GENERAL MEETING For Owners of Aurelia, 1 Harper Terrace South Perth Strata Scheme 70215

held on **Wednesday, 24/07/2024 at 5.30 PM** in the
Resident's Lounge, Level 3 1 Harper Tce South Perth

Attendance

Lot	Unit	UE	Lot Owner Name	Proxy/Nominee name
4	302	34	Doreen Barnett	Doreen Barnett
9	402	73	Paul & Maria Jackson	Proxy to Paul Jackson
11	404	33	Candy CHEUNG	Candy Cheung
14	507	78	Rocco & Silvana DE FELICE	Proxy to Rocco De Felice
16	502	78	George & Laura DEVLIN	Proxy to George Devlin
17	503	58	Derek & Leiani FISK	Proxy to Leiani Fisk
19	605	34	Flockart Nominees Pty Ltd	Proxy to Jessica Flockhart
39	804	35	Paulette Johnston	Paulette Johnston
41	906	57	Steve & Helen ANASTASAS	Proxy to Chairperson
56	1107	116	Graham & Lynne DARCY	Proxy to Graham Darcy
57	1101	78	Philip & Marilyn MIRABELLA	Proxy to Phil Mirabella
63	1207	122	Chuen Law and Mio Chan	Proxy to Chairperson
64	1201	81	Anthony & Janice WATTERSON	Proxy to Chairperson
71	1301	83	Lisa C BRUMLEY	Proxy to Chairperson
75	1405	39	Melinda Jayne Wells	Melinda Wells
79	1402	122	Emery HERZBERGER	Emery Herzberger
80	1403	68	Lay Ling Cindy YEO	Cindy Yeo
85	1501	86	David & Amanda Ikin	Proxy to David Ikin
97	1706	65	Jamal & Nisreen Kanawati	Proxy to Jamal Kanawati
101	1703	73	Mary & Ralph MADDISON	Mary Maddison
103	1805	42	Jeffrey & Judith HASLUCK	Proxy to Jeff Hasluck
115	1903	76	Yvon & Tami Maitre	Tami Maitre
119	GO1	30	Lotto Garden Pty Ltd	Proxy to Chairperson
125	101	84	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
126	102	76	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
127	103	48	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
128	104	49	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
129	105	61	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
130	106	61	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
131	107	48	Mantilla Nominees Pty Ltd ATF Polra Family Trust	Proxy to Narsey Polra
134	203	49	ML & AK Property Pty Ltd ATF LK Super Bare Trust	Proxy to Andrew King

Apologies

Lot 73	Grahaem & Megan Memphis
Lot 88	Carol Wallbank
Lot 3	Francis & Debra Ball
Lot 93	Alexandra Halsey

Invitees Shelley Fitzgerald & Kasey Dunn representing Conquest Strata Management
Gordon Shorrocks representing Impex Pty Ltd

Determination of Quorum and Validity of Meeting

At 5.30pm it was noted that a quorum was not present to progress with the meeting.

At 6.00pm it was confirmed that a quorum was present in accordance with Section 130(4) of the Strata Titles Act and the meeting was declared open and ready to proceed to business.

1 APPOINTMENT OF CHAIRPERSON FOR THE MEETING

On a motion moved by P Mirabella, seconded by L Fisk it was resolved that Shelley Fitzgerald be appointed Chairperson for the duration of the meeting.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

2 CONFIRMATION OF PREVIOUS MINUTES

On a motion moved by E Herzberger, seconded by D Barnett it was resolved that:

a). The minutes of the last general meeting held on 26/07/2023 be confirmed as a true and correct record of the proceedings of that meeting.

Lots 4+9+11+14+16+17+19+39+41+56+57+63+64+71+75+79+80+85+97+103+119+125+126+127+128+129+130+131+134

voted in favour of this motion

No lots voted against this motion

Lot 134 abstained from voting on this motion

b) Matters arising from those minutes – Nil

GENERAL BUSINESS

3 COUNCIL OF OWNERS REPORT

P Mirabella read the Council of Owners Report to the meeting.

On a motion moved by P Johnston, seconded by A King it was resolved that the Council of Owners Report be adopted into the Strata Company records.

4 STATEMENT OF ACCOUNTS

On a motion moved by E Herzberger, seconded by A King, it was resolved that the financial statements for the period **01/05/2023 to 30/04/2024** as detailed below and attached, be accepted:

All Lots

- Admin Funds \$145,748.13
- Reserve Funds \$238,761.54

Residential Lots

- Admin Funds \$73,050.45
- Reserve Funds \$52,003.39

Commercial Lots

- Admin Funds \$Nil
- Reserve Funds \$11,210.92

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

5 INSURANCE

The meeting accepted the insurance Certificate of Currency and Schedule of Insurance, as attached to the notice of meeting and required by Section 127(3)(c) of the Strata Titles Act 1985.

On a motion moved by J Hasluck, seconded by E Herzberger it was resolved that the Strata Company authorises and instructs the Council to progress with a valuation for insurance purposes to be carried out for the insurance renewal due in April 2025, and the renewal be amended to the sum insured as recommended by the valuer.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

6. CONSTITUTION OF THE COUNCIL

The meeting discussed the appointment of the council.

The meeting conveyed gratitude to the outgoing council members for their efforts over the past 12 months, with a special mention to Phil Mirabella for his role as Chairperson over many years.

On a motion moved by P Mirabella, seconded by N Polra it was resolved that the number of members of the council be determined at 6.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

The following nominations were received and duly elected:

- Lot 17 Leiani Fisk
- Lot 19 Flockhart Nominees Pty Ltd represented by Jessica Flockhart
- Lot 39 Paulette Johnston
- Lot 79 Emery Herzberger
- Lot 125 Mantilla Nominees Pty Ltd represented by Nasey Polra
- Lot 134 ML&AK Property Pty Ltd represented by Andrew King

The new members were welcomed.

7. SPECIAL BUSINESS

a. 10 Year Plan

The meeting acknowledged the 10 Year Plan as circulated with the notice of meeting, noting that the Strata Company is required to do a 5 yearly review of the plan with this falling due in 2025.

b. Safety Risk Assessment, Asbestos Report, RCD Testing & Thermal Imaging.

On a motion moved by L Fisk, seconded by P Johnston it was resolved that:

- i. The Strata Company proceed with obtaining a safety risk assessment for the scheme as per the amount set in the proposed budget.
- ii. The Strata Company proceed with Annual RCD testing as per the amount set in the proposed budget.
- iii. The Strata Company proceed with Thermal Imaging as per the amount set in the proposed budget.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

c. Authorisation for Execution of Documents & Affixing Common Seal

On a motion moved by A King, seconded by N Polra it was resolved that:

Documents may be executed on behalf of the strata company by 2 members of the council acting jointly, and if required affix the common seal in accordance with the requirements of Section 118 of the Strata Titles Act. These documents may include, but are not limited to, strata management contracts, maintenance agreements, utility contracts and Landgate approved forms.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

d. Changing of Financial Year End and Consolidation of the Bylaws

On a motion moved by P Mirabella, seconded by N Polra it was resolved that the Strata Company proceed to:

- i. Engage a lawyer to draft a resolution for the financial year end to remain as is, and to proceed with the consolidation of the bylaws and Landgate lodgement.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

e. Address of the Strata Company

On a motion moved by L Fisk, seconded by A King it was resolved that:

- i. The address for service of the strata company be altered to Conquest Strata Management, PO Box 1118, Wangara DC, WA 6947; and
 - ii. The email address for the service of the Strata Company be altered to admin@conqueststrata.com.au;
- And;
- iii. The Strata Manager of the Strata Company be authorised to execute the "Certificate of Strata Company- Change of name and/or address", and that the signature of one employee of the Strata Management Company be sufficient for the purpose of executing this document on behalf of the Strata Company.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

8. DEBT RECOVERY POLICY

On a motion moved by P Jackson, seconded by E Herzberger it was resolved that the Strata Company adopts the attached Debt Recovery Policy.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

9. BUDGET FOR ESTIMATED EXPENDITURE - ADMINISTRATIVE & RESERVE FUND

On a motion moved by A King, seconded by E Herzberger it was resolved that

- a. The budget for proposed expenditure as per following amounts:

ALL LOTS

- Admin Funds \$732,100.00
- Reserve Funds \$250,000.00

RESIDENTIAL LOTS

- Admin Funds \$96,600.00
- Reserve Funds \$20,000.00

COMMERCIAL LOTS

- Admin Funds \$47,550.00
- Reserve Funds \$16,000.00

and as attached to the notice of meeting, for the period **01/05/2024 to 30/04/2025** be adopted as the expenditure budget of the Strata Company;

and that

- b. The council be authorised to continue expenditure for the next financial year in accordance with the approved budget on a pro rata basis from the end of the budget period until the next Annual General Meeting is held and a subsequent budget is determined.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

10. DETERMINATION OF LEVIES - ADMINISTRATION AND RESERVE FUND

All amounts stated below are GST inclusive

On a motion moved by G Devlin, seconded by L Fisk it was resolved that the levy resolutions below be accepted:

ALL LOTS

ADMINISTRATIVE FUND

It was resolved that:

- i) That the Strata Company raises contributions for the administrative fund, due and payable quarterly in advance on the following dates and amounts:
 - 1st May 24 @\$13.85 per UE
 - 1st August 24 @\$15.13 per UE
 - 1st November 24 @\$15.13 per UE
 - 1st February 25 @\$15.13 per UE

And;

ii) The Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

ALL LOTS

RESERVE FUND

It was resolved that:

i) the Strata Company raises contributions for the reserve fund, due and payable quarterly in advance on the following dates and amounts:

- 1st May 24@\$3.99 per UE
- 1st August 24@\$3.99 per UE
- 1st November 24 @\$3.99 per UE
- 1st February 25 @\$3.99 per UE

And;

ii) the Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

RESIDENTIAL

ADMINISTRATIVE FUND

It was resolved that:

i) That the Strata Company raises contributions for the administrative fund, due and payable quarterly in advance on the following dates and amounts:

- 1st May 24@\$2.16 per UE
- 1st August 24@\$2.49 per UE
- 1st November 24 @\$2.49 per UE
- 1st February 25 @\$2.49 per UE

And;

ii) The Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

RESIDENTIAL

RESERVE FUND

It was resolved that:

i) the Strata Company raises contributions for the reserve fund, due and payable quarterly in advance on the following dates and amounts:

- 1st May 24 @\$0.63 per UE
- 1st August 24 @\$0.63 per UE
- 1st November 24 @\$0.63 per UE
- 1st February 25 @\$0.63 per UE

And;

ii) the Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

COMMERCIAL

ADMINISTRATIVE FUND

It was resolved that:

i) That the Strata Company raises contributions for the administrative fund, due and payable quarterly in advance on the following dates and amounts:

- 1st May 24 @\$6.57 per UE
- 1st August 24 @\$11.54 per UE
- 1st November 24 @\$11.54 per UE
- 1st February 25 @\$11.54 per UE

And;

ii) The Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

COMMERCIAL

RESERVE FUND

It was resolved that:

i) the Strata Company raises contributions for the reserve fund, due and payable quarterly in advance on the following dates and amounts:

- 1st August 24@\$2.16 per UE
- 1st November 24 @\$2.16 per UE
- 1st February 25 @\$2.16 per UE

And;

- ii) the Strata Company continues to raise contributions for the same amount due and payable on the same quarterly dates until otherwise determined at the next Annual General Meeting.

All lots present or represented voted in favour of this motion

No lots voted against this motion

No lots abstained from voting on this motion

11. OTHER MATTERS

Broken Pavers in B5

The meeting noted that the pavers in B5 basement appear to be not fit for purpose, they break and are a trip and fall hazard. G Shorrocks advised that a maintenance contractor will be on site in the near future to replace the spacers and broken pavers. It will be an ongoing maintenance issue for the Strata Company to undertake.

Building Dispute lodged with DEMIRS

J Hasluck advised that as an owner he wanted to know what was lodged with DEMIRS, what has been accepted and what items are being referred to SAT.

The Strata Company will make some enquiries with the appointed consultant and lawyer requesting recommendations regarding providing lodgement details to the owners, noting this may be considered sensitive information. A response to be provided to the owners.

Bursting Valves in the Scheme

G Darcy asked whether the valves were a defect item and who is responsible for the damage caused to the valves. The legal opinion was discussed again, and P Mirabella advised that information had been sent off to the Water Corporation and the Minister for Water seeking compensation for the poor water quality.

Damage to 1403 due to burst valves in 1503

Cindi Yeo advised that she is still trying to seek compensation for damage to her apartment from the upstairs owner and no responses are being received.

Developer responsibility

D Ikin asked if the developer had any responsibility or obligation to resolve the building defects – P Mirabella noted that the builder's warranty sits with the builder, not the developer.

Electricity Rebate

S Fitzgerald noted that the WA Govt and Federal Govt rebates will be available after the end of July – a circular will be sent out providing details of how to claim.

12. CLOSE OF MEETING

There being no further business for the meeting, the Chairperson thanked everyone for their attendance and closed the meeting at 6.57pm.

Signed by the Chairperson as a true and accurate record of the meeting:

Chairperson Date

MINUTES OF COUNCIL MEETING
For Owners of Aurelia, 1 Harper Terrace South Perth
Strata Scheme 70215

held on **Wednesday, 24/07/2024 at 7 PM** in the
Resident's Lounge, Level 3 1 Harper Tce South Perth

Attendance

- Lot 17 Leiani Fisk
- Lot 19 Flockhart Nominees Pty Ltd represented by Jessica Flockhart
- Lot 39 Paulette Johnston
- Lot 79 Emery Herzberger
- Lot 125 Mantilla Nominees Pty Ltd represented by Nasey Polra
- Lot 134 ML&AK Property Pty Ltd represented by Andrew King

It was unanimously resolved to waive 7 days notice for this meeting

Election of Office Bearers:

The following Office Bearers were nominated and duly elected:

Chairperson	Leiani Fisk
Treasurer	Andrew King
Secretary	Jessica Flockhart

There being no further business for the meeting, the Chairperson thanked everyone for their attendance and closed the meeting at 7.10pm.

Signed by the Chairperson as a true and accurate record of the meeting:

Chairperson Date

Approved Budget to apply from 01/05/2024

The Owners of Aurelia SP70215

Aurelia, 1 Harper Terrace, South Perth WA 6151

Administrative Fund**Approved
budget**

01/05/2023-30/04/2024

Actual**Previous
budget****Revenue**

142000	Insurance Claims	0.00	10,340.00	0.00
142500	Interest on Arrears--Admin	0.00	764.23	0.00
142600	Interest on Investments--Admin	0.00	5,873.32	0.00
142801	Key/Remote Additional	0.00	750.00	0.00
143000	Levies Due--Admin	550,000.00	499,118.66	502,425.00
144000	Miscellaneous Income--Admin	0.00	0.73	0.00
145009	Recovery--Fobs & Remotes	0.00	8,931.74	0.00
145002	Recovery--Legal Fees	0.00	150.00	0.00
145012	Recovery--Utility Electricity	160,000.00	160,863.20	180,000.00
146600	Section 110 Cert	0.00	3,640.00	0.00
<i>Total revenue</i>		710,000.00	690,431.88	682,425.00

Less expenses

150200	Admin--Accounting	1,000.00	250.36	1,000.00
151401	Admin--Bank Charges--Account Fees	100.00	48.40	0.00
151407	Admin--Bank Charges--With GST	1,000.00	875.64	0.00
152800	Admin--Income Tax--Admin	1,500.00	1,164.00	1,000.00
153020	Admin--Legal & Debt Collection Fees	500.00	150.00	0.00
154401	Admin--Management Fees --Additional	2,500.00	9,816.14	4,400.00
154000	Admin--Management Fees--Standard	38,000.00	41,133.24	38,000.00
154300	Admin--Meeting Fees	2,500.00	266.36	2,500.00
154400	Admin--Other Expenses--Admin	0.00	453.70	3,000.00
153200	Admin--Professional Fees	5,000.00	7,768.13	5,000.00
156000	Admin--Status Certificate Fees Paid	0.00	3,640.00	0.00
156500	Admin--SubMetering	25,000.00	27,152.54	25,000.00
159100	Insurance--Premiums	85,000.00	152,191.95	85,000.00
159200	Insurance--Valuation	0.00	0.00	990.00
163000	Maint Bldg--Cleaning	95,000.00	82,407.09	95,000.00
164205	Maint Bldg--Consultant--Safety	8,000.00	0.00	0.00
164800	Maint Bldg--Electrical	10,000.00	7,292.07	12,000.00
165800	Maint Bldg--Fire Protection	9,000.00	16,340.60	18,000.00
165801	Maint Bldg--Fire Protection--Contract	12,000.00	5,400.90	0.00
167200	Maint Bldg--General Repairs	20,000.00	24,482.60	20,000.00
168400	Maint Bldg--Hardware/Consumables	2,000.00	0.00	0.00

The Owners of Aurelia SP70215

Aurelia, 1 Harper Terrace, South Perth WA 6151

168800	Maint Bldg--Hot Water Service	6,000.00	4,424.32	6,000.00
170600	Maint Bldg--Locks, Keys & Card Keys	2,000.00	6,705.00	2,000.00
171000	Maint Bldg--Mechanical	10,000.00	1,840.55	12,000.00
172000	Maint Bldg--Pest/Vermin Control	2,000.00	1,868.17	2,000.00
172200	Maint Bldg--Plumbing & Drainage	20,000.00	58,591.78	15,000.00
172202	Maint Bldg--Plumbing--Drains & Sewers	30,000.00	0.00	0.00
172400	Maint Bldg--Pumps	15,000.00	13,716.68	15,000.00
173100	Maint Bldg--Security Doors & Gates	4,000.00	2,837.28	4,000.00
173300	Maint Bldg--Security Patrols & Concierge	4,000.00	8,020.03	2,000.00
178400	Maint Grounds--Lawns & Gardening	2,500.00	1,559.95	2,500.00
182200	Staff--Amenities/Supplies	6,000.00	4,110.34	6,000.00
182600	Staff--Contract Building Manager	100,000.00	99,542.84	100,000.00
190200	Utility--Electricity	180,000.00	174,327.38	180,000.00
191000	Utility--Waste Management	2,500.00	2,355.00	2,500.00
191200	Utility--Water & Sewerage	30,000.00	25,630.35	30,000.00
<i>Total expenses</i>		732,100.00	786,363.39	689,890.00
Surplus/Deficit		(22,100.00)	(95,931.51)	(7,465.00)
Opening balance		145,748.13	241,679.64	241,679.64
Closing balance		\$123,648.13	\$145,748.13	\$234,214.64
Total units of entitlement		10000		10000
Levy contribution per unit entitlement		\$60.50		\$55.27
Budgeted standard levy revenue		550,000.00		502,425.00
Add GST		55,000.00		50,242.50
Amount to raise in levies including GST		\$605,000.00		\$552,667.50

Sinking Fund**Approved
budget****Actual**
01/05/2023-30/04/2024**Previous
budget****Revenue**

242500	Interest on Arrears--Sinking	0.00	199.36	0.00
242600	Interest on Investments--Sinking	0.00	4,731.88	0.00
242300	Interest--Bank	0.00	15.02	0.00
243000	Levies Due--Sinking	145,145.00	144,152.38	145,145.00
<i>Total revenue</i>		145,145.00	149,098.64	145,145.00

Less expenses

252800	Admin--Income Tax--Sinking	0.00	931.00	0.00
250100	Maint Bldg--10 Year Plan--Sinking	140,000.00	640.01	140,000.00
264200	Maint Bldg--Consultants	50,000.00	50,866.74	50,000.00
265800	Maint Bldg--Fire Protection	10,000.00	0.00	15,000.00
267400	Maint Bldg--General Replacement	0.00	11,340.00	50,000.00
272200	Maint Bldg--Plumbing & Drainage	50,000.00	11,306.71	0.00
<i>Total expenses</i>		250,000.00	75,084.46	255,000.00

Surplus/Deficit

		(104,855.00)	74,014.18	(109,855.00)
Opening balance		238,761.54	164,747.36	164,747.36
Closing balance		\$133,906.54	\$238,761.54	\$54,892.36

Total units of entitlement	10000	10000
Levy contribution per unit entitlement	\$15.97	\$15.97

Budgeted standard levy revenue	145,145.00	145,145.00
Add GST	14,514.50	14,514.50
Amount to raise in levies including GST	<u>\$159,659.50</u>	<u>\$159,659.50</u>

Commercial**Administrative Fund****Approved
budget**

01/05/2023-30/04/2024

Actual**Previous
budget****Revenue**

142500	Interest on Arrears--Admin	0.00	70.51	0.00
143000	Levies Due--Admin	48,000.00	29,162.70	28,248.00
149000	Transfer from Sinking Fund	7,000.00	0.00	0.00
<i>Total revenue</i>		55,000.00	29,233.21	28,248.00

Less expenses

163000	Maint Bldg--Cleaning	30,000.00	25,939.25	18,000.00
167200	Maint Bldg--General Repairs	5,000.00	7,295.55	2,000.00
170200	Maint Bldg--Lift	9,000.00	9,243.48	9,000.00
170205	Maint Bldg--Lift--Telephone	750.00	440.63	750.00
190400	Utility--Gas	2,800.00	1,986.78	2,800.00
<i>Total expenses</i>		47,550.00	44,905.69	32,550.00

Surplus/Deficit

		7,450.00	(15,672.48)	(4,302.00)
Opening balance		(6,812.80)	8,859.68	8,859.68

Closing balance

		\$637.20	-\$6,812.80	\$4,557.68
Total units of entitlement		1144		1144
Levy contribution per unit entitlement		\$46.15		\$27.16

Budgeted standard levy revenue	48,000.00		28,248.00
Add GST	4,800.00		2,824.80
Amount to raise in levies including GST	\$52,800.00		\$31,072.80

Commercial**Sinking Fund****Approved
budget**01/05/2023-30/04/2024
Actual**Previous
budget****Revenue**

243000	Levies Due--Sinking	9,000.00	0.00	0.00
	<i>Total revenue</i>	9,000.00	0.00	0.00

Less expenses

257400	Admin--Transfer to Admin Fund	7,000.00	0.00	0.00
250100	Maint Bldg--10 Year Plan--Sinking	9,000.00	0.00	0.00
	<i>Total expenses</i>	16,000.00	0.00	0.00

Surplus/Deficit

		(7,000.00)	0.00	0.00
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Opening balance

11,210.92 11,210.92 11,210.92

Closing balance

\$4,210.92 \$11,210.92 \$11,210.92

Total units of entitlement 1144 1144

Levy contribution per unit entitlement \$8.65 \$0.00

Budgeted standard levy revenue 9,000.00 0.00

Add GST 900.00 0.00

Amount to raise in levies including GST \$9,900.00 \$0.00

Residential**Administrative Fund****Approved
budget**

01/05/2023-30/04/2024

Actual**Previous
budget****Revenue**

142500	Interest on Arrears--Admin	0.00	138.83	0.00
142600	Interest on Investments--Admin	0.00	2,060.26	0.00
143000	Levies Due--Admin	80,000.00	68,663.76	69,020.00
<i>Total revenue</i>		80,000.00	70,862.85	69,020.00

Less expenses

152800	Admin--Income Tax--Admin	0.00	955.00	0.00
163000	Maint Bldg--Cleaning	7,000.00	3,310.00	7,000.00
163005	Maint Bldg--Cleaning--Windows/Glass	9,000.00	8,900.00	5,000.00
167200	Maint Bldg--General Repairs	3,000.00	501.83	3,000.00
164500	Maint Bldg--Improvements & additions	10,000.00	0.00	10,000.00
170200	Maint Bldg--Lift	20,000.00	19,821.89	18,000.00
170205	Maint Bldg--Lift--Telephone	600.00	1,142.95	750.00
172600	Maint Bldg--Recreation Facilities	5,000.00	2,616.74	3,500.00
178400	Maint Grounds--Lawns & Gardening	9,000.00	8,160.00	9,000.00
179200	Maint Grounds--Pool	15,000.00	16,815.89	12,000.00
190400	Utility--Gas	18,000.00	17,259.72	18,000.00
<i>Total expenses</i>		96,600.00	79,484.02	86,250.00

Surplus/Deficit

(16,600.00) (8,621.17) (17,230.00)

Opening balance

73,050.45 81,671.62 81,671.62

Closing balance

\$56,450.45 \$73,050.45 \$64,441.62

Total units of entitlement

8856 8856

Levy contribution per unit entitlement

\$9.94 \$8.57

Budgeted standard levy revenue

80,000.00 69,020.00

Add GST

8,000.00 6,902.00

Amount to raise in levies including GST

\$88,000.00 \$75,922.00

Residential**Sinking Fund****Approved
budget**

01/05/2023-30/04/2024

Actual**Previous
budget****Revenue**

242500	Interest on Arrears--Sinking	0.00	41.61	0.00
243000	Levies Due--Sinking	20,300.00	20,188.72	20,300.00
<i>Total revenue</i>		20,300.00	20,230.33	20,300.00

Less expenses

250100	Maint Bldg--10 Year Plan--Sinking	20,000.00	0.00	15,000.00
<i>Total expenses</i>		20,000.00	0.00	15,000.00

Surplus/Deficit

		300.00	20,230.33	5,300.00
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Opening balance

52,003.39 31,773.06 31,773.06

Closing balance

\$52,303.39 \$52,003.39 \$37,073.06

Total units of entitlement 8856 8856

Levy contribution per unit entitlement \$2.52 \$2.52

Budgeted standard levy revenue 20,300.00 20,300.00

Add GST 2,030.00 2,030.00

Amount to raise in levies including GST \$22,330.00 \$22,330.00

14 May 2025

Marsh Pty Ltd
ABN 86 004 651 512
Level 6
225 St Georges Terrace
Perth WA 6000

TO WHOM IT MAY CONCERN

Certificate of Currency

RESIDENTIAL STRATA INSURANCE PLAN

This certificate of currency provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this Certificate by email or for any loss, damage or expense thereby occasioned to any recipient.

Named Insured: The Owners Of Aurelia Sp 70215

Policy Wording Chu Residential Strata Insurance Plan

Period of Insurance: 12/04/2025 To 12/07/2025 At 4:00pm

Situation: 1 Harper Terrace South Perth WA 6151

Insurer Policy Number: HU0006124709

Policy 1 – Insured Property

Building: \$105,715,132

Common Area Contents: \$1,057,152

Loss of Rent & Temporary Accommodation (total payable): \$15,857,269

Policy 2 – Liability to Others

Sum Insured: \$50,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$31,714,539

Extended Cover - Loss of Rent & Temporary Accommodation: \$4,757,180

Escalation in Cost of Temporary Accommodation: \$1,585,726

Cost of Removal, Storage and Evacuation: \$1,585,726

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Terrorism endorsement

You have disclosed that:

20% or more of the Building's area is used for a non-residential purpose; OR
the Building Sum Insured shown above is equal to or greater than \$50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals \$1,690.95 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.

1. Act of Terrorism

Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to, resulting from or arising out of, or in connection with any:

- a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
- b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

Excesses

Policy 1 – Insured Property

Standard: \$5,000

Water Damage: \$10,000

Exploratory Costs – Burst Pipes: \$10,000

Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown Excess

Standard: \$5,000

UNDERWRITER

PROPORTION

POLICY NUMBER

Corporate Home Unit Underwriting

ABN 78 003 191 035

QBE House Level 18 200 St George' S Tce Perth WA

INSURER

QBE Insurance (Australia) Limited

ABN 78 003 191 035

QBE House Level 18 200 St George' S Tce Perth WA