



# 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.

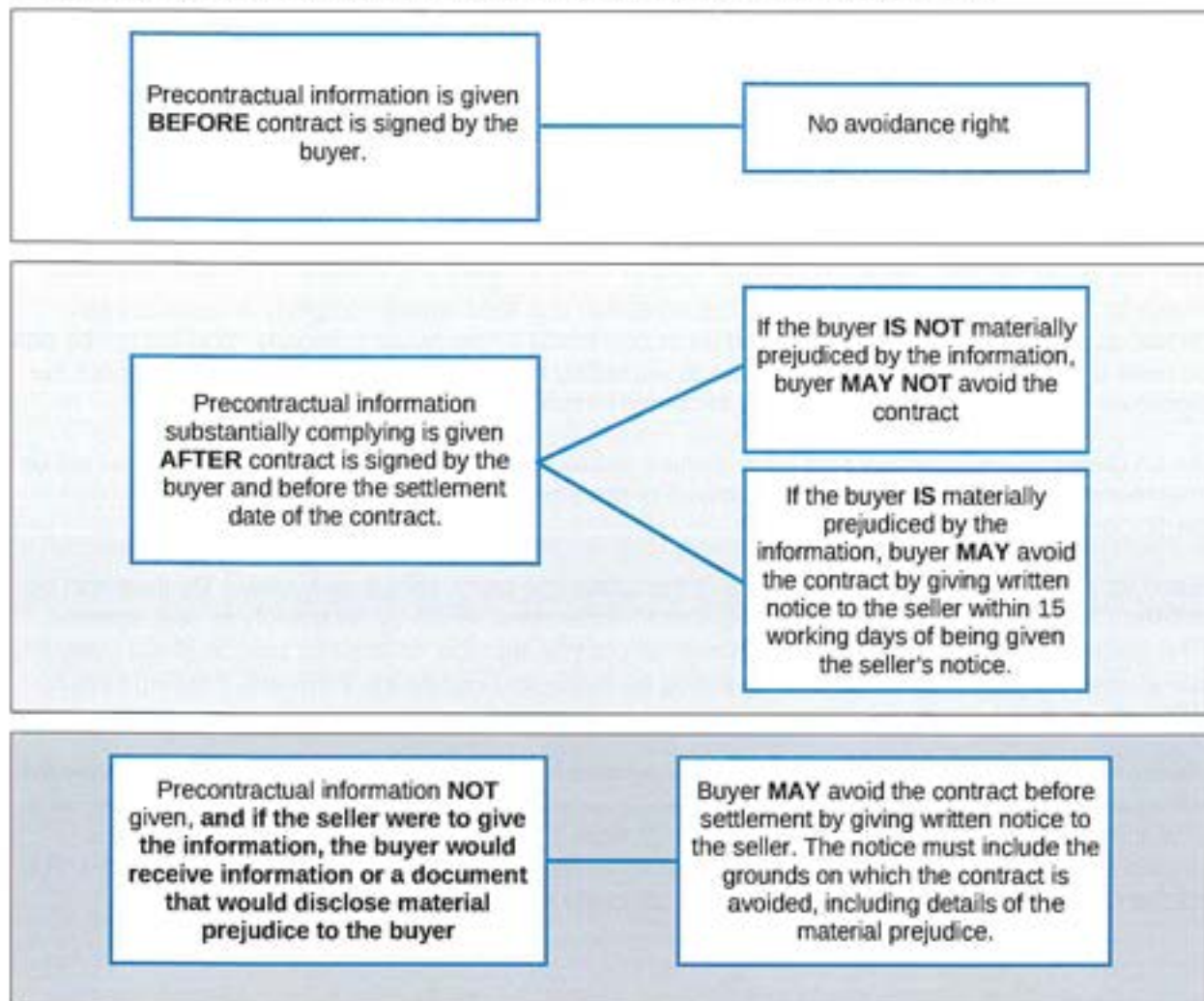
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

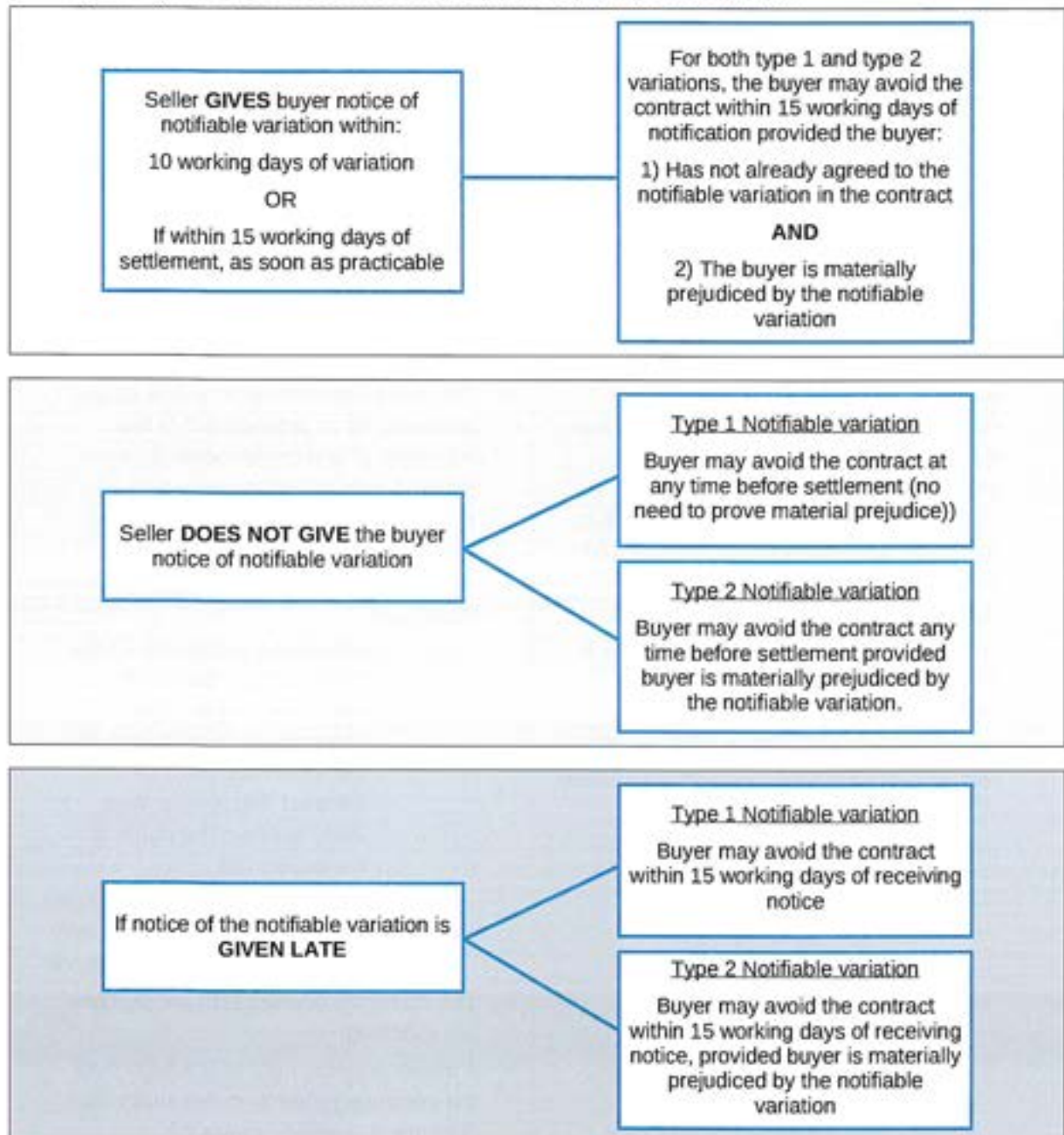
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(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</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

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.





**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 HOLLY HUTTON & GARY HUTTON

Address 2601/99 MILL POINT ROAD, SOUTH PERTH WA

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

#### Scheme Information

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

#### Scheme Details

Scheme name Civic Heart

Name of the strata company Owners of Civic Heart - SP70243

Address for service of the strata company (taken from scheme notice) 99 Mill Point Road, South Perth WA 6151

Name of Strata Manager Oakfield Strata Management

Address of Strata Manager L3, 1050 Hay Street, West Perth 6005

Telephone/Mobile 08 6355 5225

Email info@oakfield.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).

1

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)

2601/99 Mill Point Road South Perth WA 6151

Lot 154 on scheme plan no. S70243

(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)

<sup>x</sup> 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:	\$3,576.16 pa			
Reserve fund:	\$532.00 pa			
Other levy (attach details)	\$296.40 pa - Waste Collection	see minutes		2

Actual Estimated total contribution for the lot \$ \_\_\_\_\_

Payable annually bi-annually <sup>x</sup> quarterly other: \_\_\_\_\_

Due dates \$1,101.14 on 01/01/2025 \$1,101.14 on 01/04/2025  
\$1,101.14 on 01/07/2025 \$1,101.14 on 01/10/2025

### 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



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

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**<sup>1</sup>, 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  \_\_\_\_\_

Name HOLLY HUTTON

Date 26/6/2025

Signature  \_\_\_\_\_

Name GARY HUTTON

Date 26/6/2025

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

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

I / ☐ **We**<sup>1</sup> 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**<sup>1</sup>.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

**4053****408**

# 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.

REGISTRAR OF TITLES

**LAND DESCRIPTION:****LOT 154 ON STRATA PLAN 70243**

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

**REGISTERED PROPRIETOR:**  
 (FIRST SCHEDULE)

GARY HUTTON  
 HOLLY HUTTON  
 BOTH OF PO BOX 729 SOUTH PERTH WA 6951  
 AS JOINT TENANTS

(T Q043063 ) REGISTERED 27/6/2024

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

1. **INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.**
2. **P992012** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 5/6/2024.
3. **Q043064** MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 27/6/2024.

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: SP70243  
 PREVIOUS TITLE: 2963-868  
 PROPERTY STREET ADDRESS: **APARTMENT 2601 99 MILL POINT RD, SOUTH PERTH.**  
 LOCAL GOVERNMENT AUTHORITY: CITY OF SOUTH PERTH



Plan Information			Survey Details			Amendments		
Section Type	Preliminary	Final	Field Record	10/00/20		Version	1	17/05/24
Plan Title	Strata Plan	Subdivision	Decided as Special Survey	No		Longest Term	AMENDMENT	Authorised By
Plan Purpose			Area			ALLOT REQUISITION	H.K. TECH	Date
Plan Headline LOT 1 - 205, 204 - 203			Survey Certificate - Regulation 54			Former Tenure		
I, H.K. TECH hereby certify that this plan is accurate and is a correct representation of the: (a) survey; and (b) calculations from measurements recorded in the field records; calculated for the purpose of this plan and that I am satisfied with the accuracy of the information contained herein.						New Lot/Land LOT 1 - 205, 204 - 203		
Signature Name H.K. TECH			Date 2024.05.22 09:22:03 +0800			Parent Plan Number CHC-10-01		
Parcel Address 10 MILL POINT ROAD, SOUTH PERTH WA 6150			Local Government CITY OF SOUTH PERTH			Title Reference 204/205		
Locality and Local Government			Locality SOUTH PERTH			Subject Land Description		
Plan Examined			Examiner			Date		
Planning Approval			Planning Approval Required			Reference		
Disputed under s. 16(1)(d) Act 2008			Date			In Order For Dealings		
Subject To - Subjunctive by Laws			Date			For Registrar of Titles		
Inspector of Plans and Surveys			Date			Registered		
Application			Date			Applicant		
13.6.2024			13.6.2024			13.6.2024		
Date			Date			Date		







BASEMENT TWO FLOOR PLAN



SEE SHEET 8 OF 48 SHEETS FOR ENLARGEMENTS

1. ROOMS MAY  
 2. CORRIDOR  
 3. GARAGE  
 4. ALL ROOMS MAY BE 1.2m x 2.4m  
 5. ALL 1.2m CORRIDORS ARE 1.2m x 2.4m  
 6. ALL 2.4m CORRIDORS ARE 2.4m x 1.2m  
 7. ALL 2.4m CORRIDORS ARE 2.4m x 1.2m  
 8. ALL CORRIDOR WALLS ARE 80' UNLESS OTHERWISE STATED  
 9. ALL CORRIDOR WALLS ARE 80' UNLESS OTHERWISE STATED  
 10. ALL WALLS ARE COMMON PROPERTY  
 11. ALL DISTANCES SHOWN ARE FROM THE EXTERNAL SURFACES OF THE WALLS  
 12. UNLESS STATED OTHERWISE  
 13. THE STRATA OF THE COMMONS, INCLUDING BAYS AND GARAGES, SHOWN ON THE  
 14. STRATA PLAN EXTENDS FROM THE UPPER SURFACES OF THE FLOOR TO THE  
 15. UNDER SURFACES OF THE BASEMENT ONE FLOOR SLAB UNLESS OTHERWISE STATED  
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ALL DISTANCES ARE IN METERS

STRATA PLAN 70243	VERSION NUMBER 2	SHEETS 7 of 48	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	SUITE 1 LEVEL 1, 1 ROSELYN STREET APPLECROFT, WA 6110	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150	TUSCOM SURVEYOR CONSULTANTS PTY LTD 1/100 BIRLA DRIVE MURDOCH, WA 6150
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TWENTY SIXTH FLOOR PLAN

[illegible]

SCALE 1:500 @ A3

only, providing some background



RUSSIAN SUBSIDIARY  
CONSULTANTS PTY LTD.

DAVID S. LEVINE, 1,400 KENNELLY STREET  
APPROPRIATE, WILM, MS 39201

Ph 206 8216 8200  
Fax 206 8216 8218  
www.b2b.com.au

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2

STRATA PLAN  
70243

## Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021



### Legislation

*Strata Titles Act 1985*

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

### Unit Entitlement Schedule

Scheme Number SP70243

Scheme Address 99 MILL POINT ROAD, SOUTH PERTH WA

Lot Number	Unit Entitlement
1	12
2	12
3	12
4	12
5	12
6	12
7	18
8	18
9	33
10	12
11	12
12	32
13	19
14	18
15	18
16	32
17	12
18	12
19	32
20	19
21	18
22	18
23	33
24	12
25	12
26	33
27	20
28	19
29	19
30	33
31	12

Lot Number	Unit Entitlement
113	24
114	46
115	14
116	14
117	43
118	25
119	24
120	24
121	46
122	14
123	14
124	44
125	25
126	25
127	25
128	48
129	14
130	14
131	45
132	26
133	25
134	25
135	50
136	14
137	14
138	47
139	26
140	26
141	26
142	51
143	14

Lot Number	Unit Entitlement
226	10
227	10
228	10
229	12
230	18
231	18
232	18
233	20
234	13
235	32
236	18
237	18
238	18
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252	34
253	19
254	19
255	19
256	38

Scheme Number SP70243

Scheme Address 99 MILL POINT ROAD, SOUTH PERTH WA

Lot Number	Unit Entitlement
32	12
33	33
34	20
35	19
36	19
37	34
38	12
39	12
40	34
41	20
42	20
43	20
44	37
45	12
46	12
47	35
48	21
49	21
50	21
51	39
52	12
53	12
54	36
55	22
56	22
57	22
58	40
59	13
60	13
61	36
62	23
63	22
64	22
65	40
66	13
67	13
68	37
69	23
70	23
71	23
72	41
73	13
74	13
75	38
76	24
77	23

Lot Number	Unit Entitlement
144	14
145	50
146	27
147	27
148	27
149	52
150	14
151	14
152	52
153	28
154	28
155	29
156	54
157	15
158	15
159	55
160	30
161	30
162	30
163	55
164	15
165	15
166	56
167	31
168	30
169	30
170	56
171	15
172	15
173	57
174	31
175	30
176	30
177	57
178	15
179	15
180	58
181	31
182	47
183	76
184	78
185	64
186	48
187	77
188	79
189	65

Lot Number	Unit Entitlement
257	35
258	19
259	19
260	19
261	40
262	37
263	19
264	19
265	19
266	42
267	40
268	20
269	20
270	20
271	43
272	41
273	20
274	20
275	20
276	44
277	42
278	20
279	20
280	20
281	45
282	42
283	21
284	21
285	21
286	46
287	43
288	21
289	21
290	21
291	47
292	44
293	21
294	21
295	21
296	47
297	45
298	21
299	21
300	21
301	48
302	46



Scheme Number SP70243

Scheme Address 99 MILL POINT ROAD, SOUTH PERTH WA

Lot Number	Unit Entitlement
78	23
79	42
80	13
81	13
82	39
83	24
84	23
85	23
86	43
87	13
88	13
89	40
90	24
91	23
92	23
93	43
94	13
95	13
96	41
97	24
98	24
99	24
100	44
101	13
102	13
103	42
104	25
105	24
106	24
107	45
108	14
109	14
110	42
111	25
112	24

Lot Number	Unit Entitlement
190	48
191	78
192	81
193	66
194	49
195	80
196	82
197	67
198	50
199	81
200	83
201	68
202	132
204	85
205	70
206	165
207	161
208	10
209	10
210	10
211	19
212	10
213	10
214	17
215	10
216	10
217	10
218	11
219	11
220	10
221	10
222	19
223	11
224	11
225	17

Lot Number	Unit Entitlement
303	22
304	22
305	22
306	49
307	46
308	114
309	110
310	59
311	92
312	27
313	12
314	12
315	11
316	11
317	20
318	23
319	13
320	31
321	31
322	31
323	31
324	42
325	23
326	30
327	21
328	21
329	17
330	17
331	22
332	11
333	43
334	39
335	66

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



## CERTIFICATE OF LICENSED VALUER

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

10th April 2024

Date



Digitally signed by Brad Dawson  
Date: 2024.04.10 16:28:48  
+0800

Licensed Valuer Signature

## Occupancy permit

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

Permit number  
BDOCCPER-2024/3430

## 1. Details of building or structure

Property street address (provide lot number where street number is not known)	Lot 688 DP403809, 1 MENDS STREET SOUTH PERTH WA 6151		
Strata plan no	If provided by the applicant for the purposes of the <i>Strata Titles Act 1985</i> N/A		
Building Code of Australia (BCA) class of the building(s) (refer to the relevant certificate of compliance)	2		
	Secondary BCA class (for multi-purpose buildings)	6	Third BCA class (for multi-purpose buildings)
			7a
Use(s) of the building	Residential Apartments, commercial tenancies and carparking		Each restriction on use (if applicable) N/A

## 2. Certificate of construction compliance or certificate of building compliance

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

Building surveying contractor/public authority's name	Milestone Certifiers Pty Ltd	
Phone/fax	Phone no 08 9330 7476	Fax N/A
Email address	richarda@milestonebc.com.au	Date: 4 <sup>th</sup> June 2024

## 3. Permit details

This occupancy permit is for	<input checked="" type="checkbox"/> Whole of building <input type="checkbox"/> Part of building
Permit details	New multi-storey residential apartment building, comprising of two, multi-storey residential towers and common area carparking and commercial tenancies Note: Swimming pool barrier subject to Department of Health review and approval
Permit has been granted under the <i>Building Act 2011</i>	Section 58
Date of permit validity	<input type="checkbox"/> Indefinite validity <input checked="" type="checkbox"/> Valid until 14 <sup>th</sup> September 2024

Permit is issued subject to the following conditions being met

Conditions:

Inspection and tests as prescribed under section 36(2)(a) of the *Building Act 2011* – Also refer to the certificate of construction or building compliance for the applicable list of inspections and tests.

Planning Advice Note:

Compliance with Development Approval No. 72-27739 dated 3 February 2020.

Environmental Health Advice Note:

This Building Permit is subject to compliance with the Health Act 1911, the Environmental Protection (Noise) Regulations 1997, and the City of South Perth Local Laws.

Issuing officer

Name Fiona Mullen	Job title Manager Development Services
Signature 	Date 13 June 2024
Permit authority City of South Perth	

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



# ENDORSEMENT CERTIFICATE

LG/WAPC Ref: PDSTRAEND-2024/3431

Strata Plan No: 70243

*Strata Titles Act 1985*

Section 15 (4)

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

Proposal Description: Strata Plan / Amendment to Strata Plan\*

Property Description: Civic Heart

Lot (or Strata Plan) No.: 688 on DP403809

Location: 1 Mends Street, South Perth

Locality: South Perth

Local Government: City of South Perth

Lodged by: Mr Geary / 1 Mends Street Pty Ltd

Date Submitted: 5 June 2024

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

Signed:

Dated: 10 June 2024

For and on behalf of the Western Australian Planning Commission  
and /or the City / Town / Shire\* of:

City of South Perth

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

\* Strike out as required

[illegible]

## Strata Plan 70243

Lot	Certificate of Title	Lot Status	Part Lot
136	4053/390	Registered	
137	4053/391	Registered	
138	4053/392	Registered	
139	4053/393	Registered	
140	4053/394	Registered	
141	4053/395	Registered	
142	4053/396	Registered	
143	4053/397	Registered	
144	4053/398	Registered	
145	4053/399	Registered	
146	4053/400	Registered	
147	4053/401	Registered	
148	4053/402	Registered	
149	4053/403	Registered	
150	4053/404	Registered	
151	4053/405	Registered	
152	4053/406	Registered	
153	4053/407	Registered	
154	4053/408	Registered	
155	4053/409	Registered	
156	4053/410	Registered	
157	4053/411	Registered	
158	4053/412	Registered	
159	4053/413	Registered	
160	4053/414	Registered	
161	4053/415	Registered	
162	4053/416	Registered	
163	4053/417	Registered	
164	4053/418	Registered	
165	4053/419	Registered	
166	4053/420	Registered	
167	4053/421	Registered	
168	4053/422	Registered	
169	4053/423	Registered	
170	4053/424	Registered	
171	4053/425	Registered	
172	4053/426	Registered	
173	4053/427	Registered	
174	4053/428	Registered	
175	4053/429	Registered	
176	4053/430	Registered	
177	4053/431	Registered	
178	4053/432	Registered	
179	4053/433	Registered	
180	4053/434	Registered	





### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. Erasure by correction fluid or tape is not acceptable. 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. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of title to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor as shown on the Certificate of Title or Crown Lease.

EXAMINED

M647901 MH

23 May 2014 15:22:03 Perth



REG \$ 100.00

### MEMORIAL HERITAGE OF WESTERN AUSTRALIA ACT 1990

LODGED BY Heritage Council of WA  
ADDRESS 491 Wellington Street  
PERTH WA 6000  
PHONE No. (08) 6552 4000  
FAX No. (08) 6552 4001  
REFERENCE  
ISSUING BOX No. 888V

PREPARED BY Heritage Council of WA  
ADDRESS 491 Wellington Street  
PERTH WA 6000  
PHONE No. (08) 6552 4000  
FAX No. (08) 6552 4001

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

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Heritage Agreement -pic Received Items
2. \_\_\_\_\_ Nos. 1
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_ Receiving Clerk
6. \_\_\_\_\_ DG

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.





TO REGISTRAR OF TITLES  
REGISTRAR OF DEEDS AND TRANSFERS  
CHIEF EXECUTIVE OFFICER, LANDGATE

Form Approval No. B7233

## MEMORIAL

HERITAGE COUNCIL  
Ref. No.: 2390

### HERITAGE OF WESTERN AUSTRALIA ACT 1990 HERITAGE AGREEMENT SECTION 29 (6)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
SOUTH PERTH POLICE STATION 1 MENDES STREET, SOUTH PERTH  LOT 500 ON DEPOSITED PLAN 73667	WHOLE	2805	319

REGISTERED PROPRIETOR OF LAND (Note 2)

CITY OF SOUTH PERTH  
OF CIVIC CENTRE, CNR SANDGATE STREET AND SOUTH TERRACE, SOUTH PERTH

#### HERITAGE AGREEMENT

THE WITHIN INSTRUMENT DATED THE 19TH DAY OF MAY 2014  
AND CERTIFIED UNDER SECTION 32 (1) IS A HERITAGE AGREEMENT UNDER SECTION 29 OF  
THE HERITAGE OF WESTERN AUSTRALIA ACT 1990.

#### DURATION OF AGREEMENT

OF PERMANENT EFFECT

Dated this 22ND day of MAY 2014

  
JOEL GILMAN  
LEGAL OFFICER,  
STATE HERITAGE OFFICE,  
A DELEGATE OF THE HERITAGE COUNCIL  
OF WESTERN AUSTRALIA (GOVERNMENT  
GAZETTE 30 MARCH 2012, PAGE 1556)

  
WITNESS BERNHARD KLINGSEISEN  
AN OFFICER OF THE  
STATE HERITAGE OFFICE

*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

**between**

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**

**CITY OF SOUTH PERTH**  
(ABN 65 533 218 403)

**in respect of**

**SOUTH PERTH POLICE STATION**  
(HCWA Place No. 2390)

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## HERITAGE AGREEMENT

### South Perth Police Station (fmr) 1 Mends Street South Perth, WA

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, Bairds Building, 491 Wellington Street, Perth, Western Australia 6000 (the "Council"); and
2. **City of South Perth**, Corner of Sandgate Street and South Terrace, South Perth, Western Australia, 6151 (the "Owner").

#### RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 28 November 2003.
- D. As a condition of support for planning approval the Owner is required to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

#### AGREEMENT:

The Parties agree with each other as follows:

#### PART 1 DEFINITIONS & CONSTRUCTION

##### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Completion Date" means:

- (a) in the case of "Urgent Works" as described in Item 6 of the Schedule, the first anniversary of the Effective Date;



- (b) in the case of **"Medium-term Works"** as described in Item 6 of the Schedule, the fifth anniversary of the Effective Date; and
- (c) in the case of **"Long-term Works"** as described in Item 6 of the Schedule, the tenth anniversary of the Effective Date.

**"Conservation Plan"** means the Conservation Plan in respect of the Place described in Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

**"Conservation Policy"** means the policy specified in Item 3 of the Schedule;

**"Conservation Works"** means the works specified in Item 6 of the Schedule;

**"Damage"** means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

**"Development"** means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

**"Effective Date"** means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

**"Event of Default"** is defined in clause 5.1;

**"Land"** means the land described in Item 4 of the Schedule;

**"Maintenance"** means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

**"Minister"** means the Minister responsible for the administration of the Act;

**"Owner"** means:

- (a) subject to clause 2.2(d), CITY OF SOUTH PERTH, for so long as CITY OF SOUTH PERTH is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression "owner" is defined in the Act;

**"Place"** means the place described in Item 1 of the Schedule;

**"Register"** means the Register of Heritage Places as defined in the Act;

**"Significant Fabric"** means all the physical material of the Place specified in Item 2 of the Schedule; and

**"Use"** means the functions of the Place as well as the activities and practices that may occur at the Place.

## 1.2 Construction

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

## **PART 2**

### **COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT**

#### **2.1 Commencement and Duration of this Agreement**

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
  - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
  - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

#### **2.2 Scope of this Agreement**

- (a) This Agreement:
  - (i) applies to the Land and the Place;
  - (ii) binds the Land and the Place; and
  - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("Outgoing Owner") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

**PART 3  
DEVELOPMENT AND CONSERVATION**

**3.1 Conservation Plan**

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

**3.2 Conservation Works**

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

**3.3 Development**

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

**3.4 Maintenance**

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

**3.5 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

**3.6 Reporting**

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of each category of Conservation Works (i.e., "Urgent Works", "Medium-term Works" and "Long-term Works", respectively).



- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
- (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
  - (ii) the condition of the Significant Fabric at the time of the report; and
  - (iii) any other matters regarding the conservation of the Place as specified in the written request;
- provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

### **3.7 Insurance**

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

### **3.8 Compliance with Statutes**

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land and/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

**PART 4**  
**COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

**4.1 Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

**PART 5**  
**DEFAULT**

**5.1 Events of default**

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

**5.2 Rights and remedies of Council**

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.



### 5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or Maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an 'Indemnified Party') against all Damage incurred or suffered by any of them arising from or in connection with the Development, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

### 5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

## PART 6 NOTICES

### 6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) shall be deemed to be served, given or made:
  - (i) if delivered by hand, on delivery;
  - (ii) if sent by prepaid post, on the second day after the date of posting;
  - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
  - (iv) if sent by email, on receipt of confirmation of successful delivery.

## **6.2 Address for notices**

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia  
PO Box 7479  
Cloisters Square PO WA 6850  
Phone: (08) 6552 4000 Fax: (08) 6552 4001  
Email: [info@stateheritage.wa.gov.au](mailto:info@stateheritage.wa.gov.au)  
ATTENTION: Manager, Development Referrals
- (b) the **Owner**: City of South Perth  
Civic Centre  
Cnr Sandgate Street and South Terrace  
South Perth WA 6151  
Phone: (08) 9474 0777 Fax: (08) 9474 2425  
Email: [enquiries@southperth.wa.gov.au](mailto:enquiries@southperth.wa.gov.au)  
ATTENTION:

## **PART 7 GENERAL**

### **7.1 Variation to be in writing**

No variation of this Agreement shall be effective unless in writing and executed by the Council and the Owner and certified by the Minister.

### **7.2 Governing Law**

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

### **7.3 Further assurances**

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

### **7.4 Extension of time by Council**

The Council may, at its discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of obligations of the Owner under this Agreement.

### **7.5 Costs**

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
- (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
  - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

**7.6 No Waiver**

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.






## THE SCHEDULE

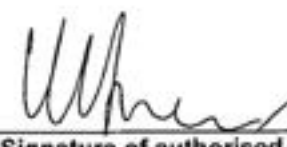
- Item 1: Place**  
*South Perth Police Station (fmr) (HCWA Place No. 2390), located at 1 Mends Street, South Perth, Western Australia, 6151, and consists of:*  
(a) the Land;  
(b) all buildings, structures and works on the Land from time to time; and  
(c) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**  
The Significant Fabric is specified in Section 6.0 of the Conservation Plan, "Graded Zones and Elements of Significance", at pages 76-79.
- Item 3: Conservation Policy**  
The Conservation Policy is described in Sections 7.0 and 8.0 of the Conservation Plan, "Toward the Development of Policy Recommendations" and "Policy Statement", at pages 80-89.
- Item 4: Land**  
The whole of Lot 500 on Deposited Plan 73667, being the whole of the land contained in Certificate of Title Volume 2805 Folio 319.
- Item 5: Conservation Plan**  
*Conservation Plan for South Perth Police Station (1908) prepared by John Taylor Architect (November 2002).*
- Item 6: Conservation Works**  
The schedule of works described in Annexure A.
- Item 7: Maintenance**  
The schedule of maintenance activities described in Annexure B.

EXECUTED AS A DEED

THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:

 _____ Graeme Gammie EXECUTIVE DIRECTOR		 _____ Marion Fulker CHAIRPERSON
9 May 2014 _____ Date signed		9.5.14 _____ Date signed

THE COMMON SEAL of CITY OF SOUTH PERTH (ABN 65 533 218 403) is affixed by authority of its Board in the presence of:

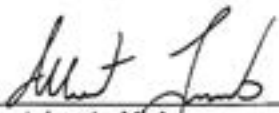
x  _____ Signature of authorised person	 _____ Signature of authorised person
x MAYOR _____ Office held	CHIEF EXECUTIVE OFFICER _____ Office held
x Sue Doherty _____ Name of authorised person	AC FREWING _____ Name of authorised person
x 16 APRIL 2014 _____ Date signed	24 APRIL 2014 _____ Date signed



**CERTIFICATE UNDER SECTION 32  
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 19<sup>th</sup> day of May 2014.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage

## **Annexure A**

### **Conservation Works**

The following schedule of Conservation Works is derived from Section 8.4 of the Conservation Plan, "Specific Conservation Works and Timing", at pages 91-92. References in parenthesis refer to areas designated in Figure 6 at page 29 of the Conservation Plan.

#### **Urgent Works (to be completed within 12 months of the Effective Date)**

1. Check roof sheeting and rainwater drainage system and repair as necessary.
2. Check ground levels around the building to ensure that the damp-proof course is in good repair and not breached by high ground levels.
3. Make a sub-floor inspection of the building to check for active termite activity; treat as necessary.

#### **Medium-term Works (to be completed within five years of the Effective Date)**

4. Repair mortar joints to brickwork where required. Use a mortar colour and strength to match original. All face brick work should be retained as existing and remain unpainted.
5. Remove security screens and replace with a more sympathetic method of security.
6. Remove louvres and infill to Verandah 16.
7. Window shutters in the central parapet gable of the south elevation may be reconstructed using the existing shutters and hardware on the east elevation as a model. Documentary evidence (e.g., historic photographs) may assist.
8. Re-open all bricked-in fireplaces. New mantles may be provided if paint scrapes or other evidence provides relevant detail.

#### **Long-term Works (to be completed within 10 years of the Effective Date)**

9. Develop a landscape plan for the place with the assistance of an experience heritage consultant.
10. The metal roofing material of the covered walkway over Verandah (9) impinges on natural light entering the Bed Room (8) and may be removed or replaced with translucent material.
11. Reinstate sympathetic fencing to the street boundaries if documentary evidence can be found to support same.
12. Reinstate the missing secure doors to the Cell (2) and Passage (4). All remaining hardware to these doors should be conserved.
13. Doors throughout that are missing or that have been replaced with flush panel doors should be reinstated in the detail of the original 1908 fabric.
14. Rebuild shelving in the Store (13A).



## **Annexure B**

### **Maintenance**

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

#### **Periodic Maintenance Schedule**

##### **As needed:**

- Keep grass and other vegetation on the perimeter of structures trimmed short.
- Maintain ground levels around buildings to ensure that the masonry wall of the foundation is visible by 300mm in the clear.
- Promptly remove graffiti.

##### **Annually:**

- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

##### **Five Yearly:**

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary.
- Inspect and repair external glazing as necessary.



### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form 81, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number, to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

**P992012 NR**

16 May 2024 13:01:49 Perth



### NOTIFICATION

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 192L PERTH

PREPARED BY

Finbar Group Ltd

ADDRESS

Lvl 6, 181 Adelaide Tce  
East Perth 6004

PHONE No.

(08) 6211 3300

FAX No.

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

TITLES, LEASES, DECLARATIONS, ETC. LODGED HERewith

1.

2.

3.

4.

5.

6.

Received Items

Nos.

Receiving Clerk

Lodged 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.

## NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

Lot 688 on Deposited Plan 403809

EXTENT

Whole

VOLUME

2963

FOLIO

868

REGISTERED PROPRIETOR (Note 2)

South Perth Civic Triangle Pty Ltd (ACN 600 087 643) of Level 6, 181 Adelaide Terrace, East Perth, Western Australia

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

City of South Perth, Cnr Sandgate St and South St, South Perth, Western Australia

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

- i. This lot is situated in the vicinity of a transport corridor and is currently affected, or may in the future be affected, by transport noise.
- ii. Future development in the surrounding locality has the potential to restrict views for occupiers of this development.

Dated this

16

day of

April

Year 2024

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

SEE ADDITIONAL PAGE

Executed by 1 Mends Street Pty Ltd (ACN 600 082 111) as  
Attorney for South Perth Civic Triangle Pty Ltd (ACN 600 087 643)  
pursuant to power of attorney dated 12 September 2015 registered  
number N131501 in accordance with section 127 of the Corporations  
Act 2001:

  
EDWARD GUY BANKName of director/company  
secretary  
(BLOCK LETTERS)  
Director

DARREN JOHN PATEMAN

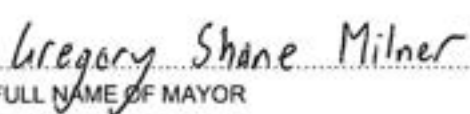
Name of director  
(BLOCK LETTERS)

## ADDITIONAL PAGE TO NOTIFICATION

The COMMON SEAL of the CITY OF SOUTH PERTH was )  
hereunto affixed by authority of the Council in the )  
presence of: )



  
SIGNATURE OF MAYOR

  
FULL NAME OF MAYOR

  
SIGNATURE OF CHIEF EXECUTIVE OFFICER

  
FULL NAME OF CHIEF EXECUTIVE OFFICER



OFFICE USE ONLY

P992014 SN

16 May 2024 13:01:49 Perth



SN

Scheme Notice

Lodged by:<sup>5</sup> PARAMOUNT SETTLEMENTS  
Address: POST OFFICE BOX 378  
NORTH BRIDGE WA 6005  
Phone Number: (08) 9228 0988  
Email Address: chris@paramountsettlements.com.au  
Reference Number: 51/14000  
Issuing Box Number: 192L

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

Prepared by: DLA Piper Australia  
Address: Level 21, 240 St Georges Terrace, Perth  
WA 6000  
Phone Number: (08) 6467 6000  
Email Address: (08) 6467 6001  
Reference Number: 363495/15

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

4/8

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0Landgate Officer Initial: C.F.

<sup>5</sup> Lodging Party Name may differ from Applicant Name.



## Scheme Notice

Strata Titles Act 1985  
Section 29

---

Scheme Number: 70243

Certificate of Title Volume/Folio Number: 2963/868

Scheme Name: Civic Heart

Address for Service of the Strata Company<sup>1</sup>: Oakfield Strata, 1/1050 Hay Street, West Perth, WA, 6005.

Email address for Strata Company<sup>2</sup>: info@oakfield.com.au

Is this a Leasehold Scheme? ☐ Yes / ☒ No

Leasehold Scheme Term<sup>3</sup>: \_\_\_\_\_ year(s) / \_\_\_\_\_ month(s) / \_\_\_\_\_ day(s)  
commencing on registration of the scheme.

---

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

<sup>2</sup> Optional.

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





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

SN

## Execution

Date of Execution: 23/04/24

Executed by 1 Mends Street Pty Ltd ACN 600 082 111 as attorney for South Perth Civic Triangle Pty Ltd ACN 600 087 643 pursuant to power of attorney dated 12 September 2015 registered number N131501 in accordance with section 127 of the Corporations Act 2001:

Director/company secretary

**EDWARD GUY BANK**

Name of director/company secretary  
(BLOCK LETTERS)

Director

**DARREN JOHN PATEMAN**

Name of director  
(BLOCK LETTERS)

Signature of Owner<sup>4</sup>

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature of Owner<sup>4</sup>

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

<sup>4</sup> To be signed by owner of the land described in the above-mentioned Certificate of Title.

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P992014] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

13/6/2024 14:33:47

Scheme Notice is re-timeclocked to 13 June 2024.

See letter dated 16 May 2024 from Paramount Settlements.



ST/19000 : CF

16 May 2024

The Registrar  
Landgate  
1 Midland Square  
MIDLAND WA 6056

EV002780409 LTR



Dear Sir



RE: SOUTH PERTH CIVIC TRIANGLE PTY LTD  
REGISTRATION OF STRATA PLAN 70243  
CERTIFICATE OF TITLE VOLUME 2963 FOLIO 868

I am the Settlement Agent for the Registered Proprietor / Applicant.

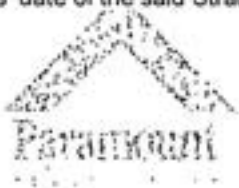
I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Strata Plan 70243 will be altered to concur with the yet to be established 'In Order for Dealings' date of the said Strata Plan.

Yours faithfully  
for PARAMOUNT SETTLEMENTS

**CHRISTOPHER FARE**  
Licensed Director

chris@paramountsettlements.com.au



Telephone (08) 9228 0988 Facsimile (08) 9228 0883  
Email [info@paramountsettlements.com.au](mailto:info@paramountsettlements.com.au)  
Suite 2 "Parklane" - 120 Lake Street Northbridge WA 6003  
PO Box 378 Northbridge WA 6863  
Licensed Real Estate Settlement Agents - Licensee: Paramount Settlements Pty Ltd  
A.B.N. 38 622 341 566



P992015 SB

15 May 2024 13:01:49 Perth



**[SB] Scheme By-laws**

Lodged by: PARADOUNT SETTLEMENTS  
 Address: POST OFFICE BOX 378  
NORTH BRIDGE VIA CALS  
 Phone Number: (08) 9228 0988  
 Email Address: chris@paradountsettlements.com.au  
 Reference Number: ST 14000  
 Issuing Box Number: 1971

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

Prepared by:	<u><b>DLA Piper Australia</b></u>
Address:	Level 21, 240 St Georges Terrace, Perth WA 6000
Phone Number:	(08) 6467 6000
Email Address:	(08) 6467 6001
Reference Number:	363495/15

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

1. CONSENT LETTER TO EXCLUSIVE USE
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 1

Landgate Officer Initial: C.F.

<sup>17</sup> Lodging Party Name may differ from Applicant Name.  
Version 1

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



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

Common Seal<sup>13</sup>

Date of Execution: \_\_\_\_\_

The common seal of<sup>14</sup>

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

[AFFIX COMMON SEAL HERE]

Member of Council<sup>15</sup>:

Member of Council<sup>15</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

**OR**

Not executed under Common Seal<sup>13</sup>

Date of Execution: \_\_\_\_\_

Signed for and on behalf of<sup>14</sup> \_\_\_\_\_ in accordance with the *Strata Titles Act* 1985 section 118(2):

☐ Member of Council / ☐ Strata Manager of strata company<sup>16</sup>:

☐ Member of Council / ☐ Strata Manager of strata company<sup>16</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

<sup>13</sup> See SIG-14 for execution of documents by a strata company.

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

<sup>15</sup> The common seal must be witnessed by 2 members of council.

<sup>16</sup> Select whichever is applicable.








### Part 7 – Execution

#### 1. For new schemes, owners to sign here:

Date of Execution: 12/04/24  
(To be signed by each Applicant)

Executed by 1 Mends Street Pty Ltd ACN 600 082 111 as attorney for South Perth Civic Triangle Pty Ltd ACN 600 087 643 pursuant to power of attorney dated 12 September 2015 registered number N131501 in accordance with section 127 of the Corporations Act 2001:

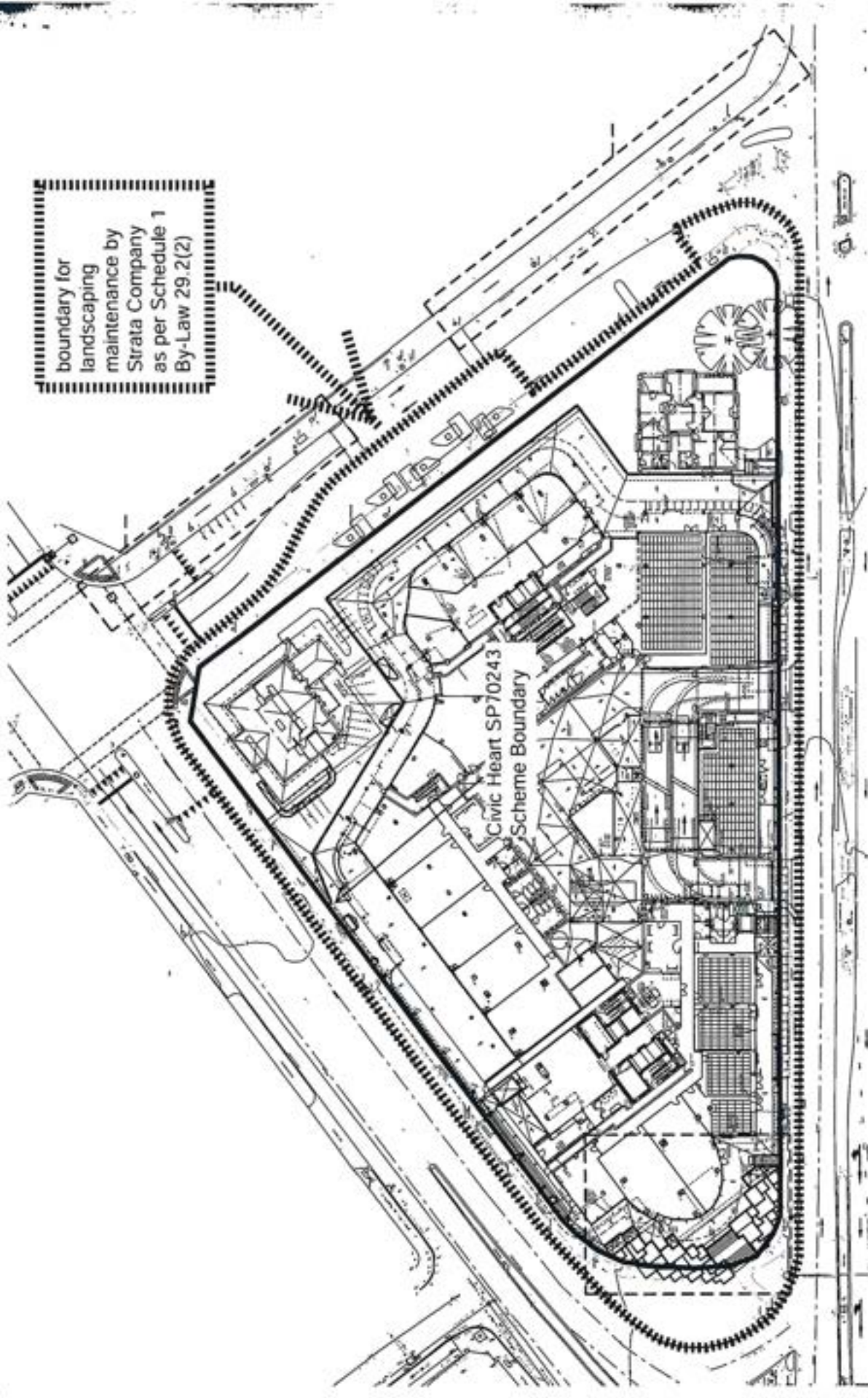
  
Director/company secretary  
**EDWARD GUY BANK**

Name of director/company secretary  
(BLOCK LETTERS)

  
Director  
**DARREN JOHN PATEMAN**

Name of director  
(BLOCK LETTERS)

_____ Signature	_____ Signature
_____ Full Name	_____ Full Name
_____ In the presence of:	_____ In the presence of:
_____ Witness Signature	_____ Witness Signature
_____ Full Name	_____ Full Name
_____ Address	_____ Address
_____ Occupation	_____ Occupation



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P992012] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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6/6/2024 13:44:40

Notification document is re-timeclocked to the 5 June 2024.

See letter dated 6 June 2024 from Paramount Settlements.



ST/19000 : CF

06 June 2024

Landgate  
1 Midland Square  
MIDLAND WA 6056

Attention: New Titles – Linda Ivulich

Dear Linda

RE: **CASE NUMBER P991995**  
**CERTIFICATE OF TITLE VOLUME 2963 FOLIO 868**

In response to your Requisition Notice for the above Case dated 31 May 2024 we hereby authorise instruct and direct that the time clock on Notification Document P992012 be amended to reflect the registration date of Withdrawal of Memorial Document Q016328.

Please do not hesitate to contact the writer with any queries.

Yours faithfully  
for **PARAMOUNT SETTLEMENTS**

**CHRISTOPHER FARE**  
**Licensed Director**

[chris@paramountsettlements.com.au](mailto:chris@paramountsettlements.com.au)

Telephone (08) 9228 0988 Facsimile (08) 9228 0883  
Email [info@paramountsettlements.com.au](mailto: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: Heritage Council WA - P2390  
South Perth Police Station remove  
Memorial I650704 Lot 500 on  
DP73667; Paramount - ST/19000;  
CT 2963-868

Our Ref: P991995  
Enquiries: Helen  
Telephone: 9273 9836  
Email: [newtitles@landgate.wa.gov.au](mailto:newtitles@landgate.wa.gov.au)

31 May 2024

### PARAMOUNT SETTLEMENTS

Facsimile:  
Email: [chris@paramountsettlements.com.au](mailto:chris@paramountsettlements.com.au)  
Delivered by: Email

Dear PARAMOUNT SETTLEMENTS

#### 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.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Where further documentation is required to be provided in response to a requisition, please use this link <https://rms.landgate.wa.gov.au/NTR.App.Requisition/wa/P991995/sRHAKJ> to access the Requisition Portal to securely upload the document(s), excluding documents which require original signatures. Eg. Statutory Declarations.

Doc. No	Description	Req. Fee
P991995	1. The wrong land description has been shown in this document. No title details have been provided and the land description is for a title which was cancelled prior to execution of this document. This document should be withdrawn and a new one prepared and lodged with the current land description and title details. (See Land Titles Registration policy and procedure guide DOC-01 Document Preparation section 7.1 and under the heading "Land Description Panel" on pages 4 & 5 of Landgate's "Getting it right" reference guide).	101.50
P992013	2. All designated interest holders (see STR-01 for definition) must provide written consent to the subdivision and schedule of unit entitlements. (See Land Titles Registration policy and procedure STR-02 Lodgement and Registration of New Strata titles Schemes). The land is subject to Heritage Memorial M647901 - a memorial is classed as a designated interest under the STA.	0.00

#### Requisitions may be attended to by:

1. Uploading additional evidence/correspondence via secure file upload to the Requisition Portal.
  2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
  3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
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\*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment.



P992015	3. The sketches provided in support of this document are not acceptable. They must clearly identify the portion of common property the subject of this grant of exclusive use by containing sufficient information to accurately plot the affected land. See Land Titles Registration policy and procedure guides STR-07 Scheme By-Laws and DOC-01 Document Preparation (PDF & eForms).	101.50
P992020	4. Please clarify the intention of evidence provided. Two unsigned letters by DPLH dated 16/5/2024 have been filed with the case stating "It is the intention that the attached: 'HERITAGE COUNCIL - REGISTER OF HERITAGE PLACES - REGISTER ENTRY' document is registered and attached as evidence with every notification contained within this case." However, the attached document is in relation to Crown land and does not appear to be in relation to the land the subject of this case. As 2 notification documents have been lodged in this case, please confirm that the intention was to attach this to the notification document P992020 only.	0.00
P992013	5. Please update to the new form templates - an email address should now be provided instead of a fax number.  Please note that this dealing may be subject to further requisitions. For any queries please contact Linda on 9273 9834, instead of the person named above.	0.00

Requisition Sub Total \$ 203.00  
Additional Document Fee \$ 0.00  
TOTAL FEE Payable \$ 203.00

Sincerely,

  
BRUCE ROBERTS  
REGISTRAR OF TITLES

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## PAYMENT OPTIONS

**PORTAL:** Pay by EBS Account or by credit card using the payment option in the Requisition Portal.  
(Access link in delivery email/Notice above)

**IN PERSON:** Landgate, 1 Midland Square, Midland.  
or  
Perth Branch Office, QBE Building,  
200 St Georges Terrace, Perth.

**BY POST:** PO Box 2222, Midland WA 6936  
(Cheques or money orders to be made payable to Landgate.)

**DEALING NO:** P991995

**CONTACT PERSON:** Helen

**YOUR REFERENCE:** Heritage Council WA - P2390 South Perth Police Station remove Memorial I650704  
Lot 500 on DP73667; Paramount - ST/19000; CT 2963-868

---

South Perth Civic Triangle Pty Ltd  
ACN 600 087 643

4<sup>th</sup> June 2024



Landgate  
PO Box 222  
Midland 6936

▲ Finbar Group Limited  
ABN 97 009 112 473  
Level 6, 181 Adelaide Terrace  
East Perth 6004  
Western Australia  
PO Box 3360  
East Perth 6892  
Western Australia  
+ 61 8 6211 3300  
info@finbar.com.au

---

## SCHEME BY-LAWS

Document P992015

---

Dear Registrar,

I refer to your Requisition P991995 relating to (amongst other things) lodgement for Registration of new Strata Plan with associated Scheme By-Laws for Strata Plan 70243, and specifically item 3 on the Requisition relating to sketches in support of the Scheme By-Laws Exclusive Use areas.

These Exclusive Use areas are all described within the Scheme By-Laws, and easily determinable and identifiable in the building by those descriptions, as they relate to residential amenity areas (for example pool areas, lounge rooms), commercial facilities (for example a lift) or areas otherwise determinable on the Strata Plan.

Accordingly we submit that the areas of common property affected are easily identified by the Scheme using the By-Laws and the sketches submitted attached to those.

Noting that as per s59 of the Strata Titles Act 1985 the Registrar is not obliged to examine Scheme By-Laws nor guarantee the validity of them, we request, and are satisfied that by doing so the Scheme will be able to effectively manage the Exclusive use areas, the Registrar to accept the sketches as submitted.

Your Sincerely,

Edward Guy Bank  
Company Secretary  
1 Mends Street Pty Ltd ACN 600 082 111 as  
Attorney for South Perth Civic Triangle Pty Ltd  
ACN 600 087 643 pursuant to Power of  
Attorney N131501

Darren John Pateman  
Director  
1 Mends Street Pty Ltd ACN 600 082 111 as  
Attorney for South Perth Civic Triangle Pty Ltd  
ACN 600 087 643 pursuant to Power of  
Attorney N131501

finbar.com.au



ST/19000 : CF

16 May 2024

The Registrar  
Landgate  
1 Midland Square  
MIDLAND WA 6056

EV002780409 LTR



Dear Sir



RE: SOUTH PERTH CIVIC TRIANGLE PTY LTD  
REGISTRATION OF STRATA PLAN 70243  
CERTIFICATE OF TITLE VOLUME 2963 FOLIO 868

I am the Settlement Agent for the Registered Proprietor / Applicant.

I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Strata Plan 70243 will be altered to concur with the yet to be established 'In Order for Dealings' date of the said Strata Plan.

Yours faithfully  
for **PARAMOUNT SETTLEMENTS**

**CHRISTOPHER FARE**  
Licensed Director



[chris@paramountsettlements.com.au](mailto:chris@paramountsettlements.com.au)



Telephone (08) 9228 0988 Facsimile (08) 9228 0883  
Email [info@paramountsettlements.com.au](mailto: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: Heritage Council WA - P2390  
South Perth Police Station remove  
Memorial 1650704 Lot 500 on  
DP73667; Paramount - ST/19000;  
CT 2963-868

Our Ref: P991995  
Enquiries: Helen  
Telephone: 9273 9836  
Email: newtitles@landgate.wa.gov.au

31 May 2024

HERITAGE COUNCIL OF WESTERN AUSTRALIA

Facsimile:  
Email: alex.watson@dph.wa.gov.au  
Delivered by: Email

Dear HERITAGE COUNCIL OF WESTERN AUSTRALIA

### 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.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Where further documentation is required to be provided in response to a requisition, please use this link <https://rms.landgate.wa.gov.au/NTR.App.Requisition/wa/P991995/sRHakJ> to access the Requisition Portal to securely upload the document(s), excluding documents which require original signatures. Eg. Statutory Declarations.

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or  
Perth Branch Office, QBE Building,  
200 St Georges Terrace, Perth.

**BY POST:** PO Box 2222, Midland WA 6936  
(Cheques or money orders to be made payable to Landgate.)

**DEALING NO:** P991995

**CONTACT PERSON:** Helen

**YOUR REFERENCE:** Heritage Council WA - P2390 South Perth Police Station remove Memorial I650704  
Lot 500 on DP73667; Paramount - ST/19000; CT 2963-868

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Requisition Sub Total \$	203.00
Additional Document Fee \$	0.00
<b>TOTAL FEE Payable \$</b>	<b>203.00</b>

Sincerely,



**BRUCE ROBERTS**  
REGISTRAR OF TITLES

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The Registrar of Titles  
Landgate  
PO Box 2222  
Midland WA 6056

EV002780410 CONST



Dear Madam

**CONSENT TO EXCLUSIVE USE BY-LAWS**

We, **SOUTH PERTH CIVIC TRIANGLE PTY LTD ACN 600 087 643** being the sole registered proprietor of Lot 688 on Deposited Plan 403809, Certificate of Title Volume 2963 Folio 868, and who, immediately upon registration of Strata Scheme 70243, will be the sole registered proprietor of all lots on Strata Plan 70243, consents to and accepts the grants of exclusive use provided for in Governance By-Laws 35 to 37 (inclusive) and 39 to 47 (inclusive) of the Scheme By-Laws for Strata Scheme 70243.

Dated 12 April 2024

Executed by **1 Mends Street Pty Ltd ACN 600 082 111** as attorney for **South Perth Civic Triangle Pty Ltd ACN 600 087 643** pursuant to power of attorney dated 12 September 2015 registered number N131501 in accordance with Section 127 of the Corporations Act 2001 (Cth):

.....  
Signature of director

**DARREN JOHN PATEMAN**

.....  
Name of director (print)

.....  
Signature of director/company secretary

**EDWARD GUY BANK**

.....  
Name of director/company secretary (print)

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P992015] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

13/6/2024 14:34:03

Scheme by-laws is re-timeclocked to 13 June 2024.

See letters dated 16 May 2024 and 4 June 2024 from Paramount Settlements.



## Scheme By-laws

*Strata Titles Act 1985 (STA)*

Part 4 Division 4

Scheme Number: 70243

### Part 1 – Applicant

#### (a) For existing schemes:

The Owners of \_\_\_\_\_ (strata company); or

#### (b) For new schemes:

The owner(s)<sup>2</sup> South Perth Civic Triangle Pty Ltd ACN 600 087 643 of land the subject of the plan described as<sup>3</sup> Lot 688 on Deposited Plan 403809, Certificate of Title Volume 2963 Folio 868

### Part 2 – Select Option

#### ☐ Option 1 – Voluntary Consolidation<sup>4</sup>

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

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

#### ☒ Option 2 – New Scheme

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

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

#### ☐ Option 3 – Application to Amend

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

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

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

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

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





In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

### **Part 3 – Application to Amend**

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

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on \_\_\_\_\_ and closed on \_\_\_\_\_ (and which must be registered within 3 months after the closing date) the  
☐ additions/ ☐ amendments/ ☐ repeal<sup>5</sup> to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or<sup>5</sup>

By special resolution, the voting period for which opened on \_\_\_\_\_ and closed on \_\_\_\_\_ (and which must be registered within 3 months after the closing date) the  
☐ additions/ ☐ amendments/ ☐ repeal<sup>5</sup> to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or<sup>5</sup>

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

[Insert Governance by-law addition and by-law number here]

[Insert Governance by-law addition and by-law number here]

<sup>5</sup> Select one.  
Version 1



#### **Part 4 – Consolidated set of by-laws**

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

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

#### **Governance by-laws**

**The Governance By-Laws are set out in Schedule 1 as follows, numbered By-Laws 1 to 56.**

#### **Conduct by-laws**

**The Conduct By-Laws are set out in Schedule 2 as follows, numbered By-Laws 1 to 29.**





## Part 5 – By-laws of significance

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

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

By-law number(s)

Staged subdivision by-laws<sup>6</sup>: N/A

By-law under planning  
(scheme by-laws) condition<sup>7</sup>: Sch 1 By-Laws 24, 25, 26,  
27, 28, 29, 30, 31, 32 and 33

Exclusive use by-laws<sup>8</sup>:  
(existing and new) Sch 1 By-Laws 35, 36, 37, 39,  
40, 41, 42, 43, 44, 45, 46 and  
47

Western Australian Planning  
Commission (WAPC) approval  
number (if applicable)<sup>9</sup>:

Leasehold by-laws<sup>10</sup>: N/A

N/A

<sup>6</sup> Refer *Strata Titles Act 1985* section 42.

<sup>7</sup> Refer *Strata Titles Act 1985* section 22.

<sup>8</sup> Refer *Strata Titles Act 1985* section 43.

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

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



### **Part 6 – Accompanying documents**

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest<sup>11</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- ☒ **Written consent of owner of each lot granted exclusive use (owners of special lots)**
- ☐ **Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition**
- ☐ **Consent of the Owner of the Leasehold Scheme<sup>12</sup> to leasehold by-laws or staged subdivision by-laws**
- ☐ **Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme**

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

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





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## Schedule 1 – Governance By-Laws

### Part 1 - Definitions and Interpretation

#### 1. Definitions

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

- (1) **Acoustic Report** means any acoustic report prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to noise management with and emanating from the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government and any other relevant Authority from time to time;
- (2) **Act** means the Strata Titles Act 1985 (WA) as amended from time to time and references to sections are references to sections of the Act;
- (3) **AGM** means an annual general meeting of the Strata Company;
- (4) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system;
- (5) **Authority** means a government, local, statutory or public authority, and a person entitled to carry out a statutory function;
- (6) **By-Law** means a scheme by-law of the Strata Company and a reference to a sub-law will also mean a scheme by-law of the Strata Company;
- (7) **Carbon Neutral Certification** means Climate Active Carbon Neutral Certification;
- (8) **Commercial Facilities** means the ground floor hallway, end of trip facilities and bike store located behind Commercial Lots 320 to 324, the commercial lobby on the ground floor, lift no. 6, the commercial customer car parking bays (excluding the driveway), grease traps servicing the Commercial Lots and the lobby including the travelator on basement 1 and other facilities located within common property of the Scheme as shown marked "EUC" on the Exclusive Use Facilities Plan;
- (9) **Commercial Lots** means Lots 310 to 335;
- (10) **Council** means the Strata Company's council of owners;
- (11) **Court** means any State Court in Western Australia and any Federal Court.
- (12) **End of Trip Facilities** means the bicycle bays, associated bicycle infrastructure and other end of trip facilities including toilets, showers and within the common property and which are available for use by residents of the Scheme, staff and visitors, and whether they form part of the Commercial Facilities or the Residential Facilities;
- (13) **Exclusive Use Facilities Plan** means the exclusive use plan attached at Annexure A;
- (14) **Façade** means the external face or elevation of the buildings within the Scheme;



- (15) **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;
- (16) **Guest Apartment** means each of the guest apartments located within the common property on the 1st and 2<sup>nd</sup> floor of the Scheme and which forms part of the Residential Facilities;
- (17) **Guest Apartment Management Plan** means any management plan prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to the management and occupation of the Guest Apartment and as may be amended, supplemented or replaced with the approval of the Local Government and any other relevant Authority from time to time;
- (18) **Heritage Agreement** means:
- (a) the Heritage Agreement dated 19 May 2014 entered into between the Heritage Council of Western Australia and the City of South Perth in relation to the Heritage Building known as South Perth Police Station as varied, amended or replaced from time to time; and
  - (b) any other heritage agreement required and approved by the Local Government and/or the State Heritage Office and/or the Original Proprietor, including any heritage agreement which may otherwise have applied to the Original Proprietor prior to the creation of the Scheme for the on-going maintenance, upkeep and conservation works in respect of any of the Heritage Buildings within the Scheme, and if applicable, any other property that is not part of the Scheme;
- (19) **Heritage Buildings** means each of the buildings forming part of the Land and known as the "South Perth Police Station (fmr)" as constructed on the corner of Labouchere Road and Mends Street, and the "South Perth Post Office" as constructed on the corner of Mill Point Road and Mends Street;
- (20) **Interpretation Plan** means the interpretation plan prepared by the Original Proprietor in relation to the Heritage Buildings and approved by the Local Government and/or the State Heritage Office as varied, amended or replaced from time to time;
- (21) **Invitee** means each of an Owner'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 an Owner or occupier;
- (22) **Land** means the land on which the Scheme is situated;
- (23) **Landscaping Plan** means any landscaping plan prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to the ongoing maintenance, access to and upkeep of the landscaping, plants and irrigation within the Scheme as well as the road verges adjacent to the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government from time to time;

- (24) **Local Government** means the local government within whose area the Land is situated;
- (25) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
- (26) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (27) **Owner** means the person who is for the time being registered under the *Transfer of Land Act 1893* (WA) as Owner 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 and any other person considered to be an owner for the purposes of the Act;
- (28) **Parking and Access Management Plan** means any parking and access management plan prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to the management of access to the Scheme and parking within the Scheme by Owners, occupiers, invitees and visitors and as may be amended, supplemented or replaced with the approval of the Local Government and any other relevant Authority from time to time;
- (29) **Plumbing Fixtures** includes any common property exhaust ducts, drainage systems, grease traps 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;
- (30) **Post-Development Stormwater and Groundwater Management Plan** means any stormwater and groundwater management plan prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to the management and discharge of subsoil water and stormwater from the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government and any other relevant Authority from time to time;
- (31) **Residential Facilities** means the following facilities and areas located within the common property of the Scheme:
- (a) the facilities and areas located within the common property on levels B2, B1, Ground, 1, 2 and 4 to 37 of the Scheme;
  - (b) the facilities and areas located within common property on part of level 3 of the Scheme;
  - (c) the ground floor lobbies facing Mill Point Road and Mends Street;
  - (d) the ground floor and level 1 residential bin area and the ground floor residential bike share area;
  - (e) lifts numbered 1, 2, 3, 4 and 5 and
  - (f) the level B1 visitor car parking bays and bike store area,
- as shown marked "EUR" on the Exclusive Use Facilities Plan;

- (32) **Residential Lot** means any one of Lots 1 to 309 (all inclusive) and which are intended solely for occupation as a residence;
- (33) **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;
- (34) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone, data or other communication services to any part of the Scheme;
- (35) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (36) **Signage Strategy** means any signage strategy prepared for the Strata Company in accordance with the requirements of, and as approved by, the Local Government relating to the provision, installation, maintenance and removal of Signs within the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government from time to time;
- (37) **Strata Company** means The Owners of Civic Heart constituted on registration of the Strata Plan;
- (38) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (39) **Strata Plan** means the scheme plan to which these By-Laws apply;
- (40) **State Administrative Tribunal** means the State Administrative Tribunal established by operation of the *State Administrative Tribunal Act 2004* (WA);
- (41) **Tenancy Design Guidelines** means the Tenancy Design Guidelines prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Minister for Planning relating to the design of external treatments and the appearance of the Commercial Lots located on the ground floor of the Scheme and as may be amended, supplemented or replaced with the approval of the Minister for Planning from time to time;
- (42) **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; and
- (43) **Waste Management Plan** means any waste management plan prepared for the Strata Company from time to time in accordance with the requirements of, and as approved by, the Local Government relating to the collection of rubbish and waste from the Scheme and as may be amended, supplemented or replaced with the approval of the Local Government from time to time.

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## 2. Interpretation

### 2.1 In the Schedule 1 Governance By-Laws and Schedule 2 Conduct 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 a Schedule 1 By-Law means a reference to a Governance By-Law set out in Schedule 1 of these By-Laws.
- (7) A reference to a Schedule 2 By-Law means a reference to a Conduct By-Law set out in Schedule 2 of these By-Laws.
- (8) A reference to an Annexure is to an annexure to the Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws unless the contrary intention appears.
- (9) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws.
- (10) Unless otherwise defined, terms used in these Schedule 1 Governance By-Laws and Schedule 2 Conduct By-Laws have the same meaning as defined in the Act.

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

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**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.

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**4. Membership of the Council**

- 4.1 The Council must consist of not less than 3 nor more than 7 Owners as determined by the Strata Company at each AGM except that:
  - (1) when there are less than 3 Owners, the Council must consist of all Owners;



- (2) the Council must include at least 1 Owner of a Commercial Lot; and
  - (3) despite any other By-Law, the Original Proprietor may be a member of Council if it so requires for so long as it is an Owner and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.2 In determining the number of Owners for the purposes of By-Law 4:
- (1) co-Owners of a Lot are deemed to be one Owner; and
  - (2) a person who owns more than one Lot is deemed to be one Owner.

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## **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 an Owner, 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 chairperson must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Owners 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. That consent must be given to the chairperson 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 chairperson 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 chairperson must direct that a ballot be held pursuant to By-Law 7.

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## **6. Eligibility of a Co-Owner to be elected to the Council**

- 6.1 If there are co-Owners of a Lot, one only of the co-Owners is eligible to be or to be elected to be a member of the Council.
- 6.2 The co-Owner who is so eligible must be nominated by their co-Owners or their duly appointed proxy.

- 6.3 If the co-Owners fail to agree on a nominee, the co-Owner who owns the largest share of the Lot will be deemed to be their nominee.
- 6.4 If all co-Owners own equal shares of the Lot, the co-Owner 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).

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**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 Owners 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(3), for the purposes of the ballot, the chairperson 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 an Owner, co-Owner or proxy;
  - (4) signing it; and
  - (5) returning it to the chairperson.
- 7.4 The chairperson, 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 chairperson must declare the outcome of the ballot at the AGM.

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## **8. Ceasing to be a member of the Council**

- 8.1 Except where the Council consists of all the Owners, 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 an Owner; or
  - (4) resigns by written notice to the Strata Company;
- whichever first occurs.

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## **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 an Owner 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 an Owner 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 Owners to the Council, the remaining members of the Council may appoint an Owner who is not already a member of the Council to fill that vacancy.

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## **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.

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## **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.

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## **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.

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## **13. Chairperson, 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 chairperson, a secretary, a treasurer and a nominated representative of the Council.
- 13.2 A person:
- (1) cannot be appointed as the chairperson, 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.

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## **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 an Owner or an individual authorised by a corporation that is an Owner, to act in the member's place as a member of the Council at any Council meeting. Any Owner 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 An Owner or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 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 except to the extent that they are disqualified from voting as proxy under the 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.

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**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.

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**16. Duties of the chairperson of the Council**

- 16.1 The chairperson must preside at all Council meetings at which he is present.
- 16.2 If the chairperson 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.

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**17. Chairperson, secretary and treasurer**

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

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**18. Powers and duties of the secretary**

- 18.1 The powers and duties of the secretary include:

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- (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) keeping records, notices and other correspondence relevant to the Scheme and providing contact information and access to materials as required under the Act;
- (5) providing information on behalf of the Strata Company in accordance with sections 108 and 109 of the Act;
- (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 127, 128, 129, 200(2)(f) and (g), 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 the Act.

18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

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## **19. Powers and duties of the treasurer**

19.1 The powers and duties of the treasurer include:

- (1) notifying Owners 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 certificates applied for under the Act;
- (4) keeping records of accounts referred to in section 101;
- (5) preparing the statements of accounts referred to in section 101;
- (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.

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## **20. Chairperson of a general meeting**

20.1 At a general meeting or at the resumption of an adjourned general meeting the chairperson of the Strata Company is to be the chairperson of the meeting, subject to sub-bylaw 20.2.

- 20.2 The chairperson 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.
- 20.3 If the chairperson makes an election under sub-bylaw 20.2 or is unavailable to act as chairperson at that meeting or at a part of the meeting, then:
- (1) the Strata Company authorises the Strata Manager to perform the functions of the chairperson at that meeting or at that part of the meeting; or
  - (2) those present at the meeting may authorise another member of the Council to act as chairperson of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.
- 20.4 A person appointed under sub-bylaw 20.3 may be appointed to act as chairperson until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 20.5 Subject to sub-bylaws 20.1 to 20.4, the person appointed to be chairperson of or of any part of a resumed adjourned meeting may be a different person to the person who was chairperson of the meeting or any part of the meeting that was adjourned.

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## **21. Financial Year of Strata Company**

- 21.1 The financial year for the Strata Company is the period of 12 months, with the first period of 12 months commencing on the first day of the month commencing immediately after the Strata Plan is registered and with each subsequent period commencing on the anniversary of that date.

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## **Part 3 - Theme of Development**

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## **22. Mixed Use Development**

- 22.1 The Owners and occupiers acknowledge and agree that the Scheme:
- (1) is a single, premium mixed use strata scheme containing a high level of services and amenity;
  - (2) the use of Lots within the Scheme are restricted and may not be used for activities unrelated to:
    - (a) in relation to the Residential Lots, use as a residence; and
    - (b) in relation to the Commercial Lots, the commercial activities approved by the Local Government or other relevant approval Authority from time to time;
  - (3) the quiet enjoyment of the Scheme and the Lots by Owners and occupiers may be impacted on by noise associated with residing in or occupying a Lot within a mixed-use development, including from:
    - (a) the use of the Commercial Lots for commercial activities which may include, without limitation, retail, dining, drinking, sporting activities, education, consulting rooms, offices or other such commercial purposes; and



- (b) pedestrian noise, traffic, car parking and other impacts associated with nearby roads, commercial, residential, non-residential, community and tourist activities in the vicinity of the Scheme and the South Perth area.

22.2 The Owners and occupiers further acknowledge and agree that the Scheme incorporates the Heritage Buildings. The Strata Company and the Owners are required to comply with the Heritage Agreement, Interpretation Plan and the requirements of the Heritage Council of Western Australian and any other relevant Authority in relation to the preservation of the Heritage Buildings.

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## **23. Carbon Neutral Certification**

- 23.1 The Owners acknowledges and agrees that the Scheme has been set up to, and is expected to, achieve Carbon Neutral Certification in relation to its operation following the first 12 months of operation of the Scheme, based on a combination of its design and through the purchase of carbon off set credits.
- 23.2 The Owners must do, and must procure that any occupier of their Lot does, all things reasonably required by the Original Proprietor and / or the Strata Company, promptly on request, to assist the Original Proprietor and / or the Strata Company with obtaining Carbon Neutral Certification following the first 12 months after registration of the Scheme, and thereafter to allow the Strata Company to renew the Carbon Neutral Certification on an annual basis.

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## **Part 4 – Preservation of Theme of Development and Compliance with Planning Requirements**

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## **24. Heritage Buildings and Heritage Agreement**

- 24.1 The Owners acknowledge and agree that the Original Proprietor is required to comply with and be bound by a Heritage Agreement and an Interpretation Plan for the maintenance and care of any of the Heritage Buildings within the Scheme.
- 24.2 To the extent that the Heritage Agreement or the Interpretation plan relates to any common property, the Strata Company:
  - (1) must comply, at its cost with, the terms of any Heritage Agreement entered into by the Original Proprietor, and, if required by the Original Proprietor or the Local Government and/or State Heritage Office, enter into a deed of assignment or covenant in respect of any Heritage Agreement, or enter into any replacement Heritage Agreement directly with the Local Government and/or the Heritage Council of Western Australia;
  - (2) must implement and comply, at its cost with, the terms of the Interpretation Plan to the extent there are any outstanding or ongoing obligations and which have not or could not be performed by the Original Proprietor prior to registration of the Scheme;
  - (3) must comply with any other requirements imposed from time to time by the Local Government and/or Heritage Council of Western Australia in respect of any Heritage Agreement or Interpretation Plan; and
  - (4) must otherwise comply with the directions of the Local Government and/or Heritage Council of Western Australia in relation to any Heritage Agreement or Interpretation Plan.



- 24.3 This Schedule 1, By-Law 24 may not be amended, added to or repealed without the prior written approval of the Local Government and the Heritage Council of Western Australia.

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**25. End of Trip Facilities**

- 25.1 The Owners acknowledge and agree that the End of Trip Facilities are required to be retained in perpetuity and be maintained and operational for the life of the Scheme to the satisfaction of the Local Government.
- 25.2 The Strata Company must maintain the End of Trip Facilities and must comply with and must enforce compliance with the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the End of Trip Facilities.
- 25.3 This By-Law 25 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**26. Waste Management**

- 26.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Waste Management Plan.
- 26.2 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Waste Management Plan; and
  - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Waste Management Plan.
- 26.3 This By-Law 26 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**27. Post-Development Stormwater and Groundwater Management Plan**

- 27.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Post-Development Stormwater and Groundwater Management Plan.
- 27.2 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Post-Development Stormwater and Groundwater Management Plan; and
  - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Post-Development Stormwater and Groundwater Management Plan.
- 27.3 This By-Law 27 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**28. Parking and Access Management Plan**

- 28.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Parking and Access Management Plan.

- 28.2 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Parking and Access Management Plan; and
  - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Parking and Access Management Plan.
- 28.3 This By-Law 28 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**29. Landscaping Plan**

- 29.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Landscaping Plan.
- 29.2 The Owners acknowledge that the Landscaping Plan includes:
- (1) the requirement for the Strata Company or their nominated contractor to access some apartments, part lot parking garages and balconies for the purposes of accessing landscaping on the façade of the building, and the Owners and occupiers further acknowledge that the Strata Company may exercise its statutory right of entry in accordance with the provisions of the Act in order to carry out maintenance of landscaping features on the façade of the building and which form part of the common property; and
  - (2) the requirement for the Strata Company to maintain the landscaping on Crown / Local Government land adjacent and around the perimeter of the Land to the extent shown on the landscaping area plan at Annexure B.
- 29.3 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Landscaping Plan; and
  - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Landscaping and Irrigation Plan.
- 29.4 This By-Law 29 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**30. Guest Apartment Management Plan**

- 30.1 The Owners acknowledge and agree that the Original Proprietor has prepared and is required to implement the Guest Apartment Management Plan.
- 30.2 The Strata Company must, at its cost, implement and comply with:
- (1) the terms of the Guest Apartment Management Plan; and
  - (2) the requirements and directions of the Local Government or any other relevant Authority from time to time in respect of the Guest Management Plan.
- 30.3 This By-Law 30 may not be amended, added to or repealed without the prior written approval of the Local Government.

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### **31. Tenancy Design Guidelines**

- 31.1 The Owners and occupiers of the Commercial Lots on the ground floor of the Scheme acknowledge and agree that the Original Proprietor has prepared the Tenancy Design Guidelines.
- 31.2 The Owners and occupiers of the Commercial Lots on the ground floor of the Scheme must, at their cost, comply with:
- (1) the terms of the Tenancy Design Guidelines; and
  - (2) the requirements and directions of the Minister for Planning or any other relevant Authority from time to time in respect of the Tenancy Design Guidelines.
- 31.3 This By-Law 31 may not be amended, added to or repealed without the prior written approval of the Minister for Planning.

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### **32. Public Artwork**

- 32.1 The Owners 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 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 or at the request of 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**).
- 32.2 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, the Local Government and/or the artist, enter into a deed of assignment in respect of any Public Artwork Agreement, or enter into a replacement Public Artwork Agreement direct with the Local Government and/or 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.
- 32.3 This By-Law 32 may not be amended, added to or repealed without the prior written approval of the Local Government.

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### **33. Acoustic Report**

- 33.1 The Owners acknowledge and agree that the Original Proprietor is required to comply with the Acoustic Report.



- 33.2 The Strata Company:
- (1) must comply, at its cost with, the terms of the Acoustic Report;
  - (2) must comply with any other requirements imposed from time to time by the Local Government in respect of the Acoustic Report; and
  - (3) must otherwise comply with the directions of the Local Government in relation to the Acoustic Report.
- 33.3 This By-Law 33 may not be amended, added to or repealed without the prior written approval of the Local Government.

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**34. Preservation of Aesthetics of Scheme**

- 34.1 An Owner 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.
- 34.2 An Owner or occupier of a Lot that has an Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**):
- (1) must not install or permit to be installed any additional Air-Conditioning System on any balcony, alfresco area or courtyard forming part of the Lot or on any part of the common property in addition to the Existing Air-Conditioning System;
  - (2) may not alter or tamper with the Existing Air-Conditioning System; and
  - (3) 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 Lot, and is generally the same size and configuration, as the Existing Air-Conditioning System.
- 34.3 An Owner or occupier of a Lot who does not have an Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme, but who at any time thereafter, installs or permits to be installed any Air-Conditioning System on its Lot or any part of the common property in accordance with any approval provided by the Council or Strata Company pursuant to these By-Laws or the Act (including any approval by the Council pursuant to Schedule 2, By-Law 2.14 or Schedule 1, By-Law 38) (**Approved Air-Conditioning System**):
- (1) must, without limiting any other conditions that may be imposed as part of the relevant approvals, ensure that the Approved Air-Conditioning System is adequately screened from view from the street in a style consistent with the style and aesthetic of the Scheme, such screening to be maintained for so long as the Approved Air-Conditioning System remains in place to the satisfaction of the Local Government; and
  - (2) may upgrade or replace an Approved Air-Conditioning System including the screening from time to time with the consent of the Strata Company provided:
    - (a) the replacement Approved Air-Conditioning System is located in the same position and remains screened from view from outside the Lot, and is generally the same size and configuration, as the Approved Air-Conditioning System; and



- (b) the colour and style of the screening is consistent with the style and aesthetic of the Scheme.

34.4 An Owner or occupier of a Lot must not hang out or permit any clothes to be hung out on balconies or in courtyards.

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**Part 5 - Grants of Exclusive and Special Use / Privilege**

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**35. Exclusive Use of Common Property: Air-conditioning**

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35.1 Subject to compliance with By-Law 38, each Owner 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.

35.2 A Owner referred to in By-Law 35.1 must not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

35.3 Each Owner referred to in By-Law 35.1 must:

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

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**36. Exclusive Use of Common Property: Fixtures and Fittings**

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36.1 Subject to compliance with By-Law 38, each Owner 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.

36.2 Each Owner must:

- (1) maintain the common property occupied by the Fixtures and Fittings in good and serviceable repair in accordance with its obligations under 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.

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### **37. Exclusive Use of Common Property: Signage Rights**

- 37.1 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.
- 37.2 If, at any time, an Owner is granted the exclusive use of the Signage Area, that Owner may:
- (1) if the Owner is the Original Proprietor, or is the Owner of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 37; or
  - (2) licence the use of the Signage Area to a person or corporation that is the Owner or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 37. A licence granted in accordance with this sub-law 37.2(2) may not be assigned or sublicensed to any party other than an Owner of a Commercial Lot.
- 37.3 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 from time to time.
- 37.4 A Owner granted exclusive use of the Signage Area must maintain the Signage Area in good and serviceable repair in accordance with its obligations under the Act.
- 37.5 This Schedule 1 By-Law 37 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

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### **38. Exclusive Use of Common Property: Conditions of Grant of Rights**

- 38.1 In this By-Law 38, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 35, 36 and 37 and Schedule 2 sub-by-law 3.2 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council, on application by an Owner, and that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Owner of that Lot.
- 38.2 A Owner who applies to the Council for the permission referred to in sub-by-law 38.1 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.
- 38.3 Subject to sub-by-law 38.4, the permission of the Council referred to in sub-by-law 38.1:
- (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.

38.4 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.

38.5 Each Owner granted rights by Schedule 1 By-Law 35, 36 and 37 and Schedule 2, sub-law 3.2 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 35, at the Owner'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 Owner'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-law 38.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

38.6 If an Owner fails to comply with sub-laws 38.5(6), 38.5(8) or 38.5(9) after giving that Owner reasonable notice, the Council may arrange and carry out all works required. The



costs of any such works may be recovered from that Owner as if such costs were a contribution levied pursuant to section 100(1) of the Act.

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**39. Exclusive Use of Common Property: Signs by Original Proprietor**

39.1 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 an Owner:

- (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.

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**40. Exclusive Use of Common Property: Parts of Floor and Walls - Commercial Lots**

40.1 The Owners of the Commercial Lots shall have in relation to their Lot the exclusive use of that part of:

- (1) the floor to the upper surface of the concrete which forms part of the floor slab;
- (2) the ceiling to the upper surface of the ceiling which forms part of the surface of the ceiling; and
- (3) the surfaces of walls, glass and concrete which form part of the common property in relation to the Commercial Lots,

to such depth as required to enable the Owners of the Commercial Lots to install fixtures and fittings in the Commercial Lots.

40.2 The Owners of the Residential Lots consent to the grant to the Owners of the Commercial Lots the exclusive use rights in sub-bylaw 40.1.

40.3 Each of the Owners of the Commercial Lots must:

- (1) maintain the common property used by the Owners of the Commercial Lots in good and serviceable repair in accordance with its obligations under the Act; and
- (2) maintain in proper working order any fixtures and fittings installed within or for the benefit of their Lot.

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**41. Exclusive Use of Residential Facilities**

41.1 Grant of Exclusive Use

- (1) The Owners of the Residential Lots shall be entitled to the exclusive use and enjoyment of the Residential Facilities to the exclusion at all times of the Owners of the Commercial Lots.



- (2) The Owners of the Residential Lots accept the grant, and the Owners of the Commercial Lots consent to the granting to the Owners of the Residential Lots, of the exclusive use and enjoyment of the Residential Facilities as provided for in sub-law 41.1(1).

#### 41.2 Repair and Maintenance

- (1) Despite any provision in the Act to the contrary, the Strata Company must:
- (a) control and manage the Residential Facilities for the benefit of the Owners and occupiers of the Residential Lots; and
  - (b) e the Residential Facilities for the benefit of the Owners and occupiers of the Residential Lots; and
  - (c) keep the Residential Facilities in good and serviceable repair and properly maintained and cleaned, including if necessary renewing and replacing the common property, fittings and fixtures used in connection with the Residential Facilities,

the costs of which are recoverable by the Strata Company from the Owners of the Residential Lots in accordance with the Act and Schedule 1, By-Law 49.

#### 41.3 Use and Rules

- (1) The Owners and occupiers of the Residential Lots, including their tenants, visitors and invitees, must:
- (a) use the Residential Facilities only for their intended purposes.
  - (b) at all times comply with the rules made from time to time by the Council in relation to the Residential Facilities.
- (2) The Council may make, withdraw or amend rules regarding the use of the Residential Facilities from time to time.
- (3) The rules made by the Council in relation to the use of the Residential Facilities may include the following rules:
- (a) the Residential Facilities (or prescribed parts of them) may only be used between the hours prescribed by the Strata Company from time to time;
  - (b) a guest or visitor of an Owner or occupier of a Lot may only use prescribed areas of the Residential Facilities provided that they are accompanied by that Owner, occupier or other resident;
  - (c) children under the age of 16 years may use prescribed areas of the Residential Facilities only if accompanied and supervised by an adult;
  - (d) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Residential Facilities except in areas designated by the Council from time to time as specifically designed for eating and drinking;
  - (e) running, ball playing, noisy or hazardous activities are not permitted in or about the Residential Facilities;

- (f) gymnasium and swimming pool equipment may only be used for their intended purpose and must not be interfered with;
- (g) all users must be appropriately attired whilst using the Residential Facilities and nude bathing is not permitted at any time;
- (h) all users must remove all items they take with them onto the Residential Facilities and properly dispose of refuse;
- (i) a maximum number (as prescribed by the Council) of guests or visitors of an Owner, occupier or other resident of a Lot are permitted to use prescribed areas of the Residential Facilities at any one time;
- (j) all users use the Residential Facilities at their own risk and must be responsible for their own safety; and
- (k) in relation to the Guest Apartment, the maximum duration of any occupation.

#### 41.4 Specific Acknowledgements in relation to Guest Apartment

- (1) Without limiting sub-bylaw 41.2, the Owners and occupiers specifically acknowledge and agree that:
  - (a) the Guest Apartment is not for general use by the Owners or occupiers of the Scheme and the access to, occupation and use of the Guest Apartment will be controlled by the Strata Company in accordance with this sub-bylaw 41.4;
  - (b) the Guest Apartment is intended for use by, and is restricted to, visitors of Owners or occupiers of the Scheme who are residents of the Scheme at the time that their visitors intend to use the Guest Apartment;
  - (c) the Owners and occupiers must comply the Guest Apartment Management Plan and any booking system established by the Strata Company in relation to the Guest Apartment, including any ballot system that may be adopted for the unbiased acceptance of bookings during periods of high demand; and
  - (d) the Strata Company will not charge rent for the use of the Guest Apartment but may charge a fee to cover the costs associated with the use of the Guest Apartment, including cleaning, laundry, provision of consumables (including power and water), replacement of breakages and other costs and charges directly incurred as a result of the occupation of the Guest Apartment. The Owner or occupier of a Lot to which the use of the Guest Apartment relates agrees that it is responsible to ensure that any fee charged by the Strata Company in connection with use of the Guest Apartment is paid when due, failing which the cost may be recovered by the Strata Company from the Owner or occupier as a levy pursuant to section 100(1) of the Act.
- (2) The Strata Company may not, at any time, grant to any Owner rights of exclusive use or special privilege in respect of the Guest Apartment.

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## 42. Exclusive Use of Commercial Facilities

### 42.1 Grant of Exclusive Use

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- (1) The Owners of the Commercial Lots shall be entitled to the exclusive use and enjoyment of the Commercial Facilities to the exclusion at all times of the Owners of the Residential Lots, but subject to the special privileges granted to the Commercial Lot 335 Owner pursuant to Schedule 1, By-Law 43.
- (2) The Owners of the Commercial Lots accept the grant, and the Owners of the Residential Lots consent to the granting to the Owners of the Commercial Lots, of the exclusive use and enjoyment of the Commercial Facilities as provided for in sub-bylaw 43.1(1).

#### 42.2 Repair and Maintenance

- (1) Despite any provision in the Act to the contrary, the Strata Company must:
  - (a) control and manage the Commercial Facilities for the benefit of the Owners and occupiers of the Commercial Lots; and
  - (b) nd
  - (c) keep the Commercial Facilities in good and serviceable repair and properly maintained and cleaned, including if necessary renewing and replacing the common property, fittings and fixtures used in connection with the Commercial Facilities,

the costs of which are recoverable by the Strata Company from the Owners of the Commercial Lots in accordance with the Act and Schedule 1, By-Law 49.

#### 42.3 Use and Rules

- (1) The Council may make, withdraw or amend rules regarding the use of the Commercial Facilities from time to time.
- (2) The Owners and occupiers of the Commercial Lots, including their Invitees must:
  - (a) use the Commercial Facilities only for their intended purposes; and
  - (b) at all times comply with the rules made from time to time by the Council in relation to the Commercial Facilities.

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### 43. Special Use of Lift No. 6 within Commercial Facilities

#### 43.1 Grant of Special Use

- (1) The Owner of Commercial Lot 335 shall be entitled to the special use and privilege of using Lift 6 forming part of the Commercial Facilities between level 1 and level 3 to access Commercial Lot 335 to the exclusion at all times of the other Commercial Lot Owners.
- (2) The Owner of Commercial Lot 335 accepts the grant, and the other Commercial Lot Owners consent to the granting to the Owner of Commercial Lot 335, of the special use and privilege of using lift no. 6 between level 1 and level 3 to access Commercial Lot 335 as provided for in sub-bylaw 43.1(1).

- 43.2 The Strata Company may install security settings or devices in (or at the entry to) lift no. 6 to prevent unauthorised access by Commercial Lot Owners (other than the Commercial Lot 335 Owner) to Commercial Lot 335.



- 43.3 Despite any provision in the Act to the contrary, the Strata Company acknowledges and agrees that it must continue to control and manage lift no. 6 as part of the Commercial Facilities and in accordance with its obligations in Schedule 1, By-Law 42. No additional levies may be charged to the Commercial Lot 335 Owner in respect of the grant of special use in this By-Law 43 in addition to any liability it may have as an owner of a Commercial Lot for the purposes of Schedule 1, By-Law 42.

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**44. Exclusive Use of Corridor – Lot 179 and Lot 180**

- 44.1 Where, and only for so long as the Owner of Lot 179 and the Owner of Lot 180 are the same, or are related persons or entities:
- (1) the Owners of Lot 179 and Lot 180 shall have the exclusive use and enjoyment of the common property corridor area on the twenty ninth floor of the Scheme immediately adjacent to Lot 179 and Lot 180 as shown on the Exclusive Use Facilities Plan marked "EU179/180" to the exclusion at all times of the Owners of all other Lots; and
  - (2) the Owners of Lot 179 and Lot 180 accepts the grant, and the Owners of all other Lots consent to the granting to the Owners of Lot 179 and Lot 180, of the exclusive use and enjoyment of the common property as provided for in sub-bylaw 44.1(1).
- 44.2 Without limiting the obligations under the Act, the Owners having exclusive use pursuant to sub-bylaw 44.1 must keep the special common property the subject of the exclusive use grant in good and serviceable repair and properly maintained and cleaned, including if necessary renewing and replacing the common property, fittings and fixtures used in connection with the special common property.
- 44.3 The grant of exclusive use under sub-bylaw 44.1 shall automatically cease on the date that the Owner of Lot 179 and the Owner of Lot 180 cease to be the same or related persons or entities.

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**45. Exclusive Use of Dividing Wall Space – Lot 316 and Lot 317**

- 45.1 The Strata Company and each Owner acknowledges and agrees that, as at the date of registration of this Scheme, the dividing wall shown on the Strata Plan as separating Lot 316 from Lot 317 has not been constructed.
- 45.2 Where, and only for so long as the Owner of Lot 316 and the Owner of Lot 317 are the same or are related persons or entities:
- (1) the Owners of Lot 316 and Lot 317 shall have the exclusive use and enjoyment of the "airspace" that would otherwise have been occupied by the dividing wall on the boundary between Lot 316 and Lot 317 had it been constructed as at the date of this grant as shown on the Exclusive Use Facilities Plan marked "EU316/317" to the exclusion at all times of the Owners of all other Lots; and
  - (2) the Owners of Lot 316 and Lot 317 accepts the grant, and the Owners of all other Lots consent to the granting to the Owner of Lot 316 and Lot 317, of the exclusive use and enjoyment of the common property as provided for in sub-bylaw 45.2(1).



- 45.3 Where an Owner who has exclusive use of common property pursuant to sub-bylaw 45.2 sells, transfers or otherwise disposes of either or both Lot 316 or Lot 317 to separate and unrelated persons or entities, the grant of exclusive use under sub-bylaw 45.2 shall automatically cease on the date that the Owner ceases to be the owner of either or both of Lot 316 and Lot 317 as applicable and the Owner acknowledges and agrees that:
- (1) prior to, and as a condition precedent to any sale, transfer or disposal of either or both of Lot 316 and Lot 317 as described in this sub-bylaw 45.3, the Owner of Lot 316 and Lot 317 must reinstate Lot 316 and Lot 317 as two distinct and separate Lots by constructing the dividing wall on the boundary between the two Lots consistent with the boundary between Lot 316 and Lot 317 as shown on the scheme plan; and
  - (2) for the purposes of giving effect to sub-bylaw 45.3(1):
    - (a) the Strata Company and each other Owner irrevocably consents to the construction of the dividing wall, subject to the Owners of Lot 316 and Lot 317 complying with its obligations in Schedule 2, By-Law 6, as applicable, in relation to the construction of the dividing wall;
    - (b) the Strata Company and each other Owner will do all things reasonably required of them to ratify the consent provided under sub-bylaw 45.3(2)(a) (including to pass any resolution that may be required under the Act to formalise that consent if required) and to sign any applications reasonably required by the Owners of Lot 316 and Lot 317 in order for the Owners to obtain the necessary approvals and permits of the Local Government in order to carry out the construction of the dividing wall; and
    - (c) the Strata Company may inspect the construction of the dividing wall to verify that it has been constructed on the correct boundary and in accordance with the relevant approvals and permits issued by the Local Government and may require the Owners of Lot 316 and Lot 317 to rectify any defects in the construction of the dividing wall identified and notified to the Owners of Lot 316 and Lot 317 by the Strata Company prior to any transfer being completed.
- 45.4 For the avoidance of doubt, the grant of exclusive use under this Schedule 1, By-Law 45 will not cease and shall continue in favour of any purchaser or purchasers who become the new Owner or Owners of Lot 316 and Lot 317 in circumstances where those new Owners are the same for both Lots or are related persons or entities.

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**46. Exclusive Use of Dividing Wall Space – Lot 333 and Lot 334**

- 46.1 The Strata Company and each Owner acknowledges and agrees that, as at the date of registration of this Scheme, the dividing wall shown on the Strata Plan as separating Lot 333 from Lot 334 has not been constructed.
- 46.2 Where, and only for so long as the Owner of Lot 333 and the Owner of Lot 334 are the same or are related persons or entities:
- (1) the Owners of Lot 333 and Lot 334 shall have the exclusive use and enjoyment of the "airspace" that would otherwise have been occupied by the dividing wall on the boundary between Lot 333 and Lot 334 had it been constructed as at the date of this grant as shown on the Exclusive Use Facilities Plan marked "EU333/334" to the exclusion at all times of the Owners of all other Lots; and

- (2) the Owners of Lot 333 and Lot 334 accepts the grant, and the Owners of all other Lots consent to the granting to the Owner of Lot 333 and Lot 334, of the exclusive use and enjoyment of the common property as provided for in sub-bylaw 46.2(1).

46.3 Where an Owner who has exclusive use of common property pursuant to sub-bylaw 46.2 sells, transfers or otherwise disposes of either or both Lot 333 or Lot 334 to separate and unrelated persons or entities, the grant of exclusive use under sub-bylaw 46.2 shall automatically cease on the date that the Owner ceases to be the owner of either or both of Lot 333 and Lot 334 as applicable and the Owner acknowledges and agrees that:

- (1) prior to, and as a condition precedent to any sale, transfer or disposal of either or both of Lot 333 and Lot 334 as described in this sub-bylaw 46.3, the Owner of Lot 333 and Lot 334 must reinstate Lot 333 and Lot 334 as two distinct and separate Lots by constructing the dividing wall on the boundary between the two Lots consistent with the boundary between Lot 333 and Lot 334 as shown on the scheme plan; and
- (2) for the purposes of giving effect to sub-bylaw 46.3(1):
- (a) the Strata Company and each other Owner irrevocably consents to the construction of the dividing wall, subject to the Owners of Lot 333 and Lot 334 complying with its obligations in Schedule 2, By-Law 6, as applicable, in relation to the construction of the dividing wall;
- (b) the Strata Company and each other Owner will do all things reasonably required of them to ratify the consent provided under sub-bylaw 46.3(2)(a) (including to pass any resolution that may be required under the Act to formalise that consent if required) and to sign any applications reasonably required by the Owners of Lot 333 and Lot 334 in order for the Owners to obtain the necessary approvals and permits of the Local Government in order to carry out the construction of the dividing wall; and
- (c) the Strata Company may inspect the construction of the dividing wall to verify that it has been constructed on the correct boundary and in accordance with the relevant approvals and permits issued by the Local Government and may require the Owners of Lot 333 and Lot 334 to rectify any defects in the construction of the dividing wall identified and notified to the Owners of Lot 333 and Lot 334 by the Strata Company prior to any transfer being completed.

46.4 For the avoidance of doubt, the grant of exclusive use under this Schedule 1, By-Law 46 will not cease and shall continue in favour of any purchaser or purchasers who become the new Owner or Owners of Lot 333 and Lot 334 in circumstances where those new Owners are the same for both Lots or are related persons or entities.

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**47. Exclusive Use of Corridor and Dividing Wall Space – Lot 204 and Lot 205**

47.1 The Strata Company and each Owner acknowledges and agrees that, as at the date of registration of this Scheme, the dividing wall shown on the Strata Plan as separating Lot 204 from Lot 205 has not been constructed.

47.2 Where, and only for so long as the Owner of Lot 204 and the Owner of Lot 205 are the same, or are related persons or entities:

- (1) the Owners of Lot 204 and Lot 205 shall have the exclusive use and enjoyment of:



- (a) the common property corridor area on the thirty fifth floor of the Scheme immediately adjacent to Lot 204 and Lot 205; and
- (b) the "airspace" that would otherwise have been occupied by the dividing wall on the boundary between Lot 204 and Lot 205 had it been constructed as at the date of this grant,

as shown on the Exclusive Use Facilities Plan marked "EU204/205" to the exclusion at all times of the Owners of all other Lots; and

- (2) the Owners of Lot 204 and Lot 205 accept the grant, and the Owners of all other Lots consent to the granting to the Owners of Lot 204 and Lot 205, of the exclusive use and enjoyment of the common property as provided for in sub-bylaw 47.2(1).

47.3 Without limiting the obligations under the Act, the Owners having exclusive use pursuant to sub-bylaw 47.2(1)(a) must keep the special common property the subject of the exclusive use grant in good and serviceable repair and properly maintained and cleaned, including if necessary renewing and replacing the common property, fittings and fixtures used in connection with the special common property.

47.4 Where an Owner who has exclusive use of common property pursuant to sub-bylaw 47.1 sells, transfers or otherwise disposes of either or both Lot 204 or Lot 205 to separate and unrelated persons or entities, the grant of exclusive use under sub-bylaw 44.1(1) shall automatically cease on the date that the Owner ceases to be the owner of either or both of Lot 204 and Lot 205 as applicable and the Owner acknowledges and agrees that:

- (1) prior to, and as a condition precedent to any sale, transfer or disposal of either or both of Lot 204 and Lot 205 as described in this sub-bylaw 47.4, the Owner of Lot 204 and Lot 205 must reinstate Lot 204 and Lot 205 as two distinct and separate Lots by constructing the dividing wall on the boundary between the two Lots consistent with the boundary between Lot 204 and Lot 205 as shown on the scheme plan; and
- (2) for the purposes of giving effect to sub-bylaw 47.4(1):
  - (a) the Strata Company and each other Owner irrevocably consents to the construction of the dividing wall, subject to the Owner of Lot 204 and Lot 205 complying with its obligations in Schedule 2, By-Law 6, as applicable, in relation to the construction of the dividing wall;
  - (b) the Strata Company and each other Owner will do all things reasonably required of them to ratify the consent provided under sub-bylaw 47.4(2)(a) (including to pass any resolution that may be required under the Act to formalise that consent if required) and to sign any applications reasonably required by the Owner of Lot 204 and Lot 205 in order for that Owner to obtain the necessary approvals and permits of the Local Government in order to carry out the construction of the dividing wall; and
  - (c) the Strata Company may inspect the construction of the dividing wall to verify that it has been constructed on the correct boundary and in accordance with the relevant approvals and permits issued by the Local Government and may require the Owner of Lot 204 and Lot 205 to rectify any defects in the construction of the dividing wall identified and notified to the Owner of Lot 204 and Lot 205 by the Strata Company; and
- (3) to protect the Strata Company's rights under this sub-bylaw 47.4 and as security for the performance by the Owner of Lot 204 and Lot 205 of its obligations under this sub-bylaw 47.4, the Owner of Lot 204 and Lot 205 charges its interest in each

of Lot 204 and Lot 205 in favour of the Strata Company and consents to the Strata Company lodging an absolute caveat over the titles to Lot 204 and Lot 205 until such time that the Owner has discharged its obligations under this sub-by-law 47.4 in full.

- 47.5 For the avoidance of doubt, the grant of exclusive use under this Schedule 1, By-Law 44 will not cease and shall continue in favour of any purchaser or purchasers who becomes the new Owner or Owners of Lot 204 and Lot 205 in circumstances where those new Owners are the same for both Lots or are related persons or entities.
- 47.6 The Strata Company will withdraw any caveat lodged by the Strata Company promptly following a request by the Owner of Lot 204 and Lot 205:
- (1) where the Owner of Lot 204 and Lot 205 has constructed the dividing wall in accordance with the requirements of sub-by-law 47.4 and to the satisfaction of the Strata Company; or
  - (2) in order to facilitate the transfer of both Lot 204 and Lot 205 to a purchaser or purchasers described in sub-by-law 47.5, provided that, following completion of the relevant transfer or transfers, the Strata Company will be entitled to lodge a new caveat over the titles to Lot 204 and Lot 205 to protect the Strata Company's rights and interests in this Schedule 1, By-Law 44 as the new Owner or Owners.

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## **Part 6 - Miscellaneous Rights and Obligations of the Strata Company**

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### **48. Payments and notifications**

48.1 An Owner 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 an Owner, give Council written notice of an address of the Owner 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.

48.2 In addition to any other form of service authorised by the Act, the Owners acknowledge and agree that, unless otherwise specified in these By-Laws or the Act, a notice required to be served on the Owner under these By-Laws or the Act may be properly served on an Owner by way of email sent to the email address of the Owner notified under Schedule 1 sub-by-law 48.1 or as may be updated from time to time. A notice sent by email shall be deemed to have been received by the Owner on the date that it is sent to it unless the sender receives a delivery failure notification.

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### **49. Administrative Expense Contributions Varied**

49.1 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.

49.2 If an item of administrative expense is specifically related to:

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- (1) only the Residential Lots; or
- (2) only the Commercial Lots;
- (3) any special common property; or
- (4) to any particular Lot or Lots within the Scheme;

the cost of that expense shall wherever practicable be borne by the Owners of the relevant Lot or Lots, or to the Owners of the special lots, to which that item of expense specifically relates.

- 49.3 The proportions by which costs referred to in sub-bylaw 49.2 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 Owners as to the method of allocation.
- 49.4 An allocation of cost pursuant to sub-bylaw 49.3 may, but need not, bear any relationship to the unit entitlement of any or all of the Lots.
- 49.5 All other costs not otherwise allocated in accordance with sub-bylaw 49.2 for the administrative fund must be shared by all the Owners in accordance with unit entitlement.

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#### **50. Power of Strata Company regarding Sub meters**

- 50.1 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.
- 50.2 The Strata Company may recover the costs of the supply attributable to each Lot, including the costs incurred in managing or reading meters, such costs to be determined by the Strata Council from time to time.
- 50.3 In the case of electricity, the Strata Council may determine costs for recovery but these must be no higher than:
  - (1) in respect of the Residential Lots, the actual cost recovery or the Synergy retail tariff, or other applicable retail tariff, whichever is higher;
  - (2) in respect of the Commercial Lots, the actual cost of recovery.
- 50.4 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 50.3 as a levy against the relevant Owner and the Owners acknowledge that a levy imposed by the Strata Company pursuant to this By-Law 50 will be in addition to any levies raised by the Strata Company pursuant to section 100 of the Act.
- 50.5 The Strata Company may require the Owner or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 50.7, 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.
- 50.6 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 Owner or occupier who made the payment.

- 50.7 If the Owner 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 Owner or occupier as security under sub-bylaw 50.5, including any interest that may have accrued in respect of that account; and
  - (2) issue the Owner 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 Owner 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 Owner 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 sub-bylaw 50.3.
- 50.8 An Owner or occupier of a Lot must promptly notify the Strata Company if that Owner or occupier ceases to be the Owner or occupier of a Lot.
- 50.9 An Owner 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 50.
- 50.10 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 Owner or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of a utility to that Lot during the period when that person was an Owner or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

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## 51. Conditions of Approval

- 51.1 When the consent of the Strata Company is required, the consent:

- (1) may be withheld or refused;
- (2) may be given on conditions; and
- (3) may be withdrawn;

as the Council shall reasonably determine.

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## **52. Strata Manager**

- 52.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 52.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager is a member of the Strata Community Australia (WA) Inc.
- 52.3 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).

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## **53. Default**

- 53.1 If an Owner 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 is given to the Owner or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 52 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 100(1) of the Act from the Owner or occupier making such default.

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## **54. Costs of legal proceedings**

- 54.1 This By-Law takes effect subject to any express restriction to the contrary in the Act.
- 54.2 If:
- (1) an Owner 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 an Owner or legal proceedings in which an Owner becomes involved as a party with an adverse interest,
- and:
- (3) that Owner 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 100(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 100(1) of the Act solely on the Owner who was unsuccessful in those legal proceedings.



- 54.3 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 Owner; and
  - (5) any other proceedings in any court.
- 54.4 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.

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## 55. Insurance

- 55.1 In addition to any other rights of the Strata Company as set out in the Act, the Owners 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 to loss suffered or incurred by one or more Lots, the relevant Owner or Owners a Lot or Lots responsible for the underlying cause of the claim (whether by act or omission of the relevant Owner, occupier or other Invitee of the Lot) 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.

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## 56. National Broadband Network

- 56.1 In this By-Law 56:
- (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.

#### 56.2 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.

#### 56.3 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 - Conduct By-Laws

### 1. Use of Residential Lots

- 1.1 An Owner of a Residential Lot may only use its Residential Lot as a residence. The Owners acknowledge and agree that the use of a Residential Lot for short-stay, transient or similar temporary forms of accommodation are inconsistent with the use of the Residential Lot as a residence and are not permitted.
- 1.2 The Owner 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 any express right contained in the Act and Schedule 2, By-Law 20;
  - (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.
- 1.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Owner obtains the prior written consent of the Strata Company.
- 1.4 Despite By-Law 1.1, an Owner of a Residential Lot may conduct business from the Residential Lot so long as:
- (1) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
  - (2) the conduct of the business does not breach any Local Government by-law or regulation;
  - (3) the conduct of the business does not cause any inconvenience to the other Owners or occupiers of the Residential Lots; and
  - (4) the business does not involve the manufacture, storage or selling of goods.
- 1.5 Despite By-Law 1.1 and sub-by-law 1.4(1), 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.
- 1.6 If an Owner of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Owner 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 Owner 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 Owner obtains the prior written consent of the Strata Company. The Owner 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 sub-bylaw 1.6(4).

1.7 An Owner 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.

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## 2. Use of Commercial Lots

2.1 If there is any conflict between this Schedule 2, By-Law 2 and any other By-Law (other than Schedule 1, By-Law 22), then this By-Law shall prevail. For the avoidance of doubt a Commercial Lot includes any alfresco areas forming part of the Commercial Lot.

2.2 The Owner or occupier of a Commercial Lot may only use the Commercial Lot for a purpose approved by the Local Government or other relevant Authority from time to time.

2.3 The Owner 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 Owner 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 Owner and occupier;
- (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Owner 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 any relevant Authority regarding the matters in this sub-bylaw 2.3(4).

2.4 The Owner 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 subject to any express right contained in the Act and Schedule 2, By-Law 20;
- (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.

2.5 The Owner 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.

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

- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
- (2) maintain both the internal and external 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 within the Waste Services set aside for that purpose or in accordance with the arrangements made by the Owner and occupier of a Commercial Lot in accordance with By-Law 2.7; and
- (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receipt receptacle or anywhere else on the common property.

2.7 The Strata Company may require the Owner 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 Owner 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 Owner and occupier's sole cost, for collection and disposal of bulk waste or refuse, or excessively large quantities of waste and refuse.

2.8 The Owner 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 sub-bylaw 2.8(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.

2.9 The Owner 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 Owner 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 Owners' 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.

2.10 The Owner 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.

2.11 The Owner or occupier of a Commercial Lot must maintain their exhaust system to ensure that there is no nuisance created by an objectionable discharge at the exhaust outlet on common property or alfresco areas. Should the use generate an objectionable discharge the Commercial Lot Owner must install suitable exhaust filtration equipment to manage the discharge.

2.12 The Owner and occupier of a Commercial Lot:

- (1) may in respect of any alfresco areas forming part of the Commercial Lot, but without limiting any other obligation of the Owner under this Schedule 2, By Law 2:
  - (a) 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;
  - (b) play music, or permit music to be played so that it is audible within the alfresco terrace area of a Commercial Lot provided that the music:
    - (i) must be played at a volume that does not unreasonably impact the use and enjoyment of any other alfresco attaching to any other Commercial Lot (including by ensuring that the music volume does not unreasonably compete with (drown out) music being played for the benefit of those other alfresco areas);
    - (ii) must not be audible from within the confines of any internal space of any Lot whilst that space is closed off to external areas (for example, by way of closing doors and windows) (other than the Commercial Lot from where the music emanates); and
    - (iii) must not otherwise unreasonably and adversely affect the use and enjoyment of any other Lot;
  - (c) for Lots 333 and 334, display and stock goods for sale in the alfresco area.
- (2) must not, without the prior written consent of the Strata Company:



- (a) allow the alfresco area to be used for the storage of cartons, boxes, pallets or any other types of crates or boxes used for the delivery of foodstuffs or any other equipment or material;
  - (b) place any chair, table or other item in the common property adjoining any part of the Commercial Lot including the alfresco area;
  - (c) place any signage, including, if the alfresco area is used for alfresco dining, sandwich boards or similar advertising placards, on any area of the common property adjoining the alfresco area;
  - (d) erect any structure on the boundary of the alfresco area, including any fence, wall or other barrier between the alfresco area and the common property, or otherwise place any other permanent fixture or fitting which blocks or restricts access to the alfresco area except with the written consent of the Strata Company and subject to any other conditions imposed by the By-Laws;
  - (e) install any floor coverings within the alfresco area unless they are of such uniform style, colour and materials as is consistent with the style, colouring and materials of floor coverings within the common property as determined by the Strata Company from time to time;
- (3) must maintain the alfresco area in clean and tidy state and free of food scraps and any other rubbish, and otherwise to a high standard consistent with the style and quality of the Scheme at all times;
- (4) with the exception of Commercial Lots 310 and 311, must allow a continuous undercover pedestrian path through the alfresco areas in accordance with the Tenancy Design Guidelines for the public and other invitees.
- 2.13 Despite Schedule 2, By Law 2.12, the Owner or occupier of Commercial Lot 311 may install tables, chairs and other items of fitout as approved by the Local Government or other relevant Authority from time to time in the alfresco area and allow loose and / or moveable items of fitout to remain in the alfresco area at all times unless otherwise directed by the Local Government or other relevant Authority.
- 2.14 If, after the date of registration of the Strata Plan any Commercial Lots, including any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots have not been fitted out for trading use by the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor and:
- (1) the Original Proprietor or any tenant, licensee or concessionaire of the Original Proprietor proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including installation of air-conditioning condensers on common property or works on or to any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots); or
  - (2) the first successor in title to the Original Proprietor to the Commercial Lots (Original Purchaser) acquires the Commercial Lot and the Original Purchaser or any tenant, licensee or concessionaire of the Original Purchaser proposes commencement of any works in the nature of a "fitout" to the Commercial Lots including any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots (which fitout will be visible from outside of the Commercial Lots),



then subject to the Original Proprietor or the Original Purchaser obtaining any necessary statutory approvals in respect of the proposed works, the Original Proprietor or the Original Purchaser may proceed with any fitout works to the Commercial Lots, including installation of air-conditioning condensers on common property or works on or to any areas which are the subject of an exclusive use right granted to the Owner of any Commercial Lots without having to obtain any consent or approval from the Council.

- 2.15 Unless sub-by-law 2.13 applies, without limiting Schedule 2, By-Law 6, 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, an Owner 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 10.
- 2.16 In considering an application pursuant to By-Law 2.15, 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.
- 2.17 An Owner and occupier of a Commercial Lot must, in relation to the lot and the Scheme as a whole:
- (1) effect and maintain with insurers approved under the Insurance Act 1973 (Cth):
    - (a) adequate business 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) 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 Commercial Lots without ensuring that the contractor has all appropriate insurance cover in respect of those works.
- 2.18 In relation to Commercial Lots 310 and 311, the Strata Company acknowledges and agrees, for the avoidance of doubt, that the Heritage Buildings within Commercial Lots 310 and 311 are insurable assets for the purposes of the Strata Company's obligations under section 97 of the Act.
- 2.19 Subject to the approval of the Local Government and any other relevant Authority in relation to the proposed use of a Commercial Lot, the Owner or occupier of a Commercial 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 Commercial Lot. The Owner or occupier of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Owner or occupier who makes an application pursuant to this By-Law 2 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 Owner or occupier to comply with any conditions imposed by the Department.

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### 3. Parking and End of Trip Facilities

#### 3.1 General Obligations of Owners and Occupiers – Part Lot Car Bays

- (1) No Owner 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 an Owner or occupier of a Lot within the Scheme.
- (2) An Owner 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) An Owner or occupier may not, without the consent of the Strata Company:
  - (a) 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;
  - (b) where a form or structure exists as at the date of registration of the Scheme, replace, modify, alter or remove that existing form or structure; nor
  - (c) use the car bay as a storage area unless the car bay is enclosed as a garage (either at the date of registration of the Scheme, or subsequently with the consent of the Strata Company and any other consents or approvals required under the Act or these By-Laws.)
- (4) Each Owner consents to the Strata Company attending to such works to the car bays and any 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 an Owner or occupier fails to comply with its obligations in either of sub-bylaws 3.1(2) or 3.1(3), the Strata Company is authorised, upon notice to the Owner or occupier (and subject to the Owner 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 Owner or occupier.

#### 3.2 Electric Car Charging

- (1) An Owner may, without the prior written consent of the Council, install electric car charging equipment on its part lot car bay or on common property adjacent to its part lot car bay but subject to sub-bylaw 3.2(1)(d), for the purposes of charging electric Vehicles owned by the Owner or occupier of the relevant Lot, subject to the following terms and conditions:
  - (a) the Owner must ensure that the car charging equipment is installed by a suitable contractor nominated by the Strata Company and is connected to the load management system nominated by the Strata Company;

- (b) the Owner acknowledges and agrees that the Strata Company gives no guarantees that the power supply will, at all time, be sufficient to meet demand;
- (c) the Owner is responsible for all:
  - (i) costs associated with the installation of the car charging equipment (including any costs incurred by the Strata Company), including the cost of connection to the load management and consumption monitoring system nominated by the Strata Company; and
  - (ii) electricity consumption charges incurred in the operation of the car charging equipment;
- (d) where practicable, the Owner must ensure that the car charging equipment is wholly contained within the boundary of the part lot car bay except that the Council will not unreasonably withhold its consent to car charging equipment being installed on common property in positions that do not interfere with the use of any other Lot or the means of access to any other Lot or any facilities on the common property; and
- (e) the provisions of Schedule 1, By-Laws 36 and 38 apply to the extent that any cabling, wiring or other equipment is required to be located on common property.

### 3.3 End of Trip Facilities

- (1) The Owners and occupiers acknowledge and agree that:
  - (a) the use of the End of Trip Facilities, including the storage of bicycles and other items in the End of Trip Facilities is at the risk of the Owners and occupiers of the Scheme and any other users of the End of Trip Facilities; and
  - (b) they must at all times comply with the rules made from time to time by the Council in relation to the Commercial Facilities or the Residential Facilities to the extent those facilities comprise End of Trip Facilities.

### 3.4 Visitor Car Bays

- (1) The Owners and occupiers of Lots must ensure that their invitees park Vehicles only in designated visitor bays as allocated for use by visitors to the Residential Lots or Commercial Lots from time to time.
- (2) Strata Company must maintain a minimum of 26 residential and 6 commercial visitor parking bays.
- (3) The Strata Company may enter into arrangements or agreements with the Local Government or other third parties in relation to the management and control of the visitor parking bays, including for the enforcement of rules and regulations applicable to the use of the visitor car parking bays.

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## 4. Maintenance and repairs

### 4.1 An Owner must, at its cost:



- (1) carry out all work that may be ordered by any 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.
- 4.2 The Strata Company, must at all times, maintain the road verges directly abutting the Scheme in a neat and tidy condition.

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## **5. Refuse, cleaning and waste management**

### **5.1 Owners 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, waste storage or other waste receptacles are only placed in any bins and compactors on the common property and are not left on any part of the common property at any time;
  - (3) comply with all By-Laws of the Local Government relating to the disposal of garbage;
  - (4) not deposit rubbish on common property or on their Lot or any other Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 sub-bylaw 5.2, placed in garbage bins, compactors or chutes provided or approved by the Strata Company on the common property;
  - (5) ensure recyclable materials are placed into recycling containers provided or approved by the Strata Company;
  - (6) ensure food organics are placed into FOGO containers provided or approved by the Strata Company.
- 5.2 Owners 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.
- 5.3 Owners and Occupiers must 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.
- 5.4 To the extent of any inconsistency between this Schedule 2 By-Law and Schedule 1 By-Law 26, then Schedule 1 By-Law 26 will prevail.

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## **6. Alterations to lot**

- 6.1 An Owner 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 to the structural alterations in accordance with the requirements of the Act;



- (3) in addition to the requirements for obtaining approval set out in 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 Owner 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 Owner; 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 Owner undertaking the structural alterations, building or associated work.
- 6.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, an Owner must ensure:
- (1) subject to Schedule 2 By-Law 18, that all tradesmen's vehicles are parked, stored or kept within that part of the Owner'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 Owner'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 Owners or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Owners 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-by-law 6.2(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.

## **7. Use of Common Property - Conduct of Owners, occupiers and Invitees**

### **7.1 Owners and occupiers must:**

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- (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 Owners, 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 Owners, 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 the requirements of 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.

7.2 Owners 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 an Owner or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to an Owner 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 Owner'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.

7.3 Owners 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 Owners and occupiers.

7.4 Owners 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 Owner or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

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## **8. Services supplied on Common Property**

- 8.1 The Strata Company may engage or contract with any third party contractor to provide them access to the common property for the purpose of supplying goods or services to any part of the common property or for the benefit of any Owner or occupier.
- 8.2 The Strata Company may:
  - (1) establish a booking system to govern the use of any part of the common property; and
  - (2) charge and retain a fee for any third party services provided in accordance with sub-bylaw 8.1.

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## **9. Safety and Security**

- 9.1 Owners 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 Owner provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Owner or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

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## **10. Lot Appearance**

- 10.1 An Owner or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.
- 10.2 Without limiting Schedule 2 sub-bylaw 10.1, or any Schedule 1 By Law, an Owner or occupier must not:



- (1) allow any antennas, satellite dishes and Air-Conditioning System, other than Existing 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; nor
- (2) allow clothes drying on a balcony or place screens on balcony balustrade.

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## **11. Floor Coverings**

- 11.1 A proprietor must ensure that all floor space within that Owner'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 Owners or occupiers of any other Lots.
- 11.2 An Owner 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 Owner 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.

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## **12. Balconies**

- 12.1 An Owner or occupier of a Lot must not:
  - (1) use any balcony other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
  - (2) place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture and built-in furniture, except with the prior written approval of the Council taking into account Schedule 2 By-Law 10 and the matters in this Schedule 2 By-Law 12;
  - (3) leave loose objects on the balcony and the Owner acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Lot if the balcony doors are left open;
  - (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony; nor
  - (5) hang any washing, bedding, clothing or other article on the balcony.
- 12.2 An Owner 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 Owner or occupier of the Lot, or to the property of any other Owner or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Lot.
- 12.3 The Owners and occupiers of a Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:
  - (1) the removal of lightweight furniture during storms; and
  - (2) the removal of planter boxes during storms.



- 12.4 The Owners and occupiers of Lots 1-6, 209-210, 215-218, 220-221 and 226-229 further acknowledge and agree that their balconies are enclosed sunrooms and, without limiting any other obligation in these By-Laws, the Owner or occupier must not use, and must not permit the use of, gas barbecues or fires on their enclosed balconies.

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**13. Window Treatments**

- 13.1 An Owner 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.
- 13.2 An Owner or occupier of a Residential Lot, other than those Owners and occupiers the subject of sub-by-law 13.3, 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.
- 13.3 The Owners and occupiers of Lots 1-6, 209-210, 215-218, 220-221 and 226-229 must not, and must not permit any other person to, hang or affix any form of window treatments to the enclosed balcony windows of their Lots whatsoever, including blinds, screens, shutters, curtains, tinting, surface film, coloured glass or similar.

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**14. Floor Loading**

- 14.1 Neither an Owner nor an Owner'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.
- 14.2 For the purposes of Schedule 2 sub-by-law 14.1, 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 a Commercial Lot 4kPa live load.

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**15. Cleaning Windows**

- 15.1 An Owner 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.

- 15.2 The Owner of a ground floor Commercial Lot must, in addition to its obligations in Schedule 2 sub-bylaw 15.1, 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.

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**16. Signage on Commercial Lots**

- 16.1 The Owners 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 37;
  - (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.

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**17. Signage on Residential Lots**

- 17.1 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.

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**18. Vehicles**

- 18.1 An Owner or occupier or Invitee must not park or stand a Vehicle in any other Owner'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.
- 18.2 Subject to the Act, each Owner 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 Owner, 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 Owner, occupier or visitor to the Land may sustain however or wherever occurring.
- 18.3 Each Owner and occupier 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 Owner or occupier or any injury to or death of any person caused by that Owner or occupier using any part of the Land.
- 18.4 An Owner or occupier must not drive any Vehicle on any common property access ways in excess of 10 kilometres per hour.

18.5 An Owner or occupier 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.

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**19. Flammable materials**

19.1 An Owner 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.

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**20. Animals**

20.1 In this Schedule 2, By-Law 20:

- (1) **Excluded Cat** means a cat that is not registered per the requirements of the *Cat Act 2011* (WA).
- (2) **Excluded Dog** means:
  - (a) any dog prohibited from importation into Australia by the Commonwealth Government; and
  - (b) a dog that is not registered per the requirements of the *Dog Act 1976* (WA); or
  - (c) a dangerous dog prescribed as such under the *Dog Act 1976* (WA) or any associated regulations to that Act.

20.2 An Owner or occupier of a Lot may bring onto or keep within its Lot, without the consent of the Council:

- (1) animals appropriate to be kept, and which are contained, in an enclosed aquarium where the aquarium is of a size not exceeding 300 litres;

and / or:

- (2) up to 2 caged birds; or
- (3) 1 dog that is not an Excluded Dog; or
- (4) 1 cat that is not an Excluded Cat,



provided that the Owner or occupier must give the Strata Company notice of any animal kept within its Lot pursuant to this sub-bylaw 20.2 in the manner prescribed by the Council, including giving notice to the Council when the Owner or occupier ceases to keep that animal within its Lot.

- 20.3 Except as permitted in sub-bylaw 20.2, an Owner or occupier must not bring onto or keep any animal within its Lot other than an assistance animal without the prior written consent of the Council.
- 20.4 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 and is not an Excluded Dog or an Excluded Cat.
- 20.5 An Owner or occupier who brings onto or keeps within its Lot an animal pursuant to sub-bylaw 20.2 or with the consent of the Council granted under Schedule 2 sub-bylaw 20.4 and includes, in the case of sub-bylaws 20.5(3), 20.5(4) and 20.5(5), an Owner or occupier who keeps an assistance animal:
- (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 and to access and use those parts of the common property and facilities on the common property designated for pet play and pet washing activities;
  - (3) must keep the animal restrained whilst on common property, except where appropriate within the facilities on common property designated for pet play;
  - (4) is responsible for the health, hygiene, control and supervision of the animal; and
  - (5) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Owners.
- 20.6 The Strata Company may serve a notice on an Owner or occupier of a Lot whose animal causes a nuisance to other Owners requiring that Owner or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 20.7 An Owner or occupier that fails to comply with a notice issued under Schedule 2 sub-bylaw 20.6 must immediately remove the animal from the Lot.

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## **21. Prohibition on Smoking**

- 21.1 No Owner, 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 balcony of a Residential Lot or common property and further, they must comply with any laws or regulations in relation to smoking in any areas of the Scheme.

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## **22. Rules**

- 22.1 The Strata Company may determine, in a general meeting from time to time to make, 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) management of use and access to and through the carpark;
  - (4) fire and emergency exercises;
  - (5) use of lifts, stairways and passageways;
  - (6) rubbish collection;
  - (7) security of the building and charges relating to the security system and security keys; and
  - (8) any other matter provided for in these By-Laws.
- 22.2 An Owner or occupier, and an Owner or occupier's invitees will comply at all times with the rules in place from time to time.
- 22.3 The Owners and occupiers acknowledge and agree that a breach of any rule made by the Strata Company in accordance with the provisions of this or of any other By-Law constitutes a breach of this or other relevant By-Law.

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## **23. Fire Protection and Equipment**

- 23.1 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 requirements of DFES from time to time, including complying with their Direct Brigade Alarm Connection Code, and the National Construction Code and applicable Australia Standards; and
  - (3) comply with the terms of any agreement entered into between DFES and the Original Proprietor for the connection of a Direct Brigade Alarm to the building.
- 23.2 An Owner 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.

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## **24. Alternative Solution**

- 24.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 24.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 24.3 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 sub-by-law 24.3(1) and 24.3(2).
- 24.4 The Original Proprietor may adopt or be required to adopt additional Alternative Solutions by the Local Government from time to time.
- 24.5 **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.
- 24.6 Each Owner is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 24.
- 24.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 24.
- 24.8 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.
- 24.9 To the extent permitted by law, the Strata Company and each Owner 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.
- 24.10 In this By-Law 24, 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.

## 25. Essential Services to be inspected or tested

- 25.1 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.
- 25.2 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	BCA E2.2a, AS 1670	Monthly to AS 1851

Systems		
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	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 C3.4	Monthly to AS 1851
Apartment Entry Doors	BCA C3.4	Annually 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 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"> <li>Roller doors, driveways and pedestrian gates</li> </ul>		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 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
All other equipment and safety installations	BCA I1.1	
Carpark mechanical ventilation		To be checked and serviced in accordance with manufacturer's instructions

## 26. Public Address and Sound Amplification Systems

- 26.1 No Owner or occupier of a Residential Lot or their invitees shall place or operate any radio or television receiver, loudspeaker, 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.
- 26.2 An Owner of a Commercial Lot may operate a radio or television receiver on their Lot subject to the Owner complying with all reasonable restrictions imposed by the Council from time to time in relation to noise restrictions for the Land.

## 27. Power to Decorate

- 27.1 An Owner 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.

## 28. Common Property Damage & Contractor Instructions

- 28.1 If damage of any nature is caused to any part of the common property by the actions of any Owner, occupier or their invitee, that Owner must bear the full cost of making good such damage.



- 28.2 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 Owner is in default under Schedule 1 By-Law 53), the Strata Company shall be entitled to recover from the Owner or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 28.3 No Owner, 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.

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**29. Limiting access to parts of common property**

29.1 The Strata Company may take measures to:

- (1) ensure the security and to preserve the safety of the common property and the Lots from damage, fire or other hazards; and
- (2) ensure the security and preserve the health and safety of any person on the common property,

and may:

- (3) in respect of any part of the common property not required for access to a Lot, close off or restrict access to that part of the common property on either a temporary or permanent basis but only where directed or required to do so by a relevant Authority or by law; or
- (4) in case of emergency posing immediate threat to life or property, close off any or all parts of the common property on a temporary basis where the emergency cannot be reasonably managed or mitigated by other means; or
- (5) restrict the access to, or use by, Owners or occupiers (including their Invitees) of any part of the common property in the ordinary course of the Strata Company performing its duties under the Act.

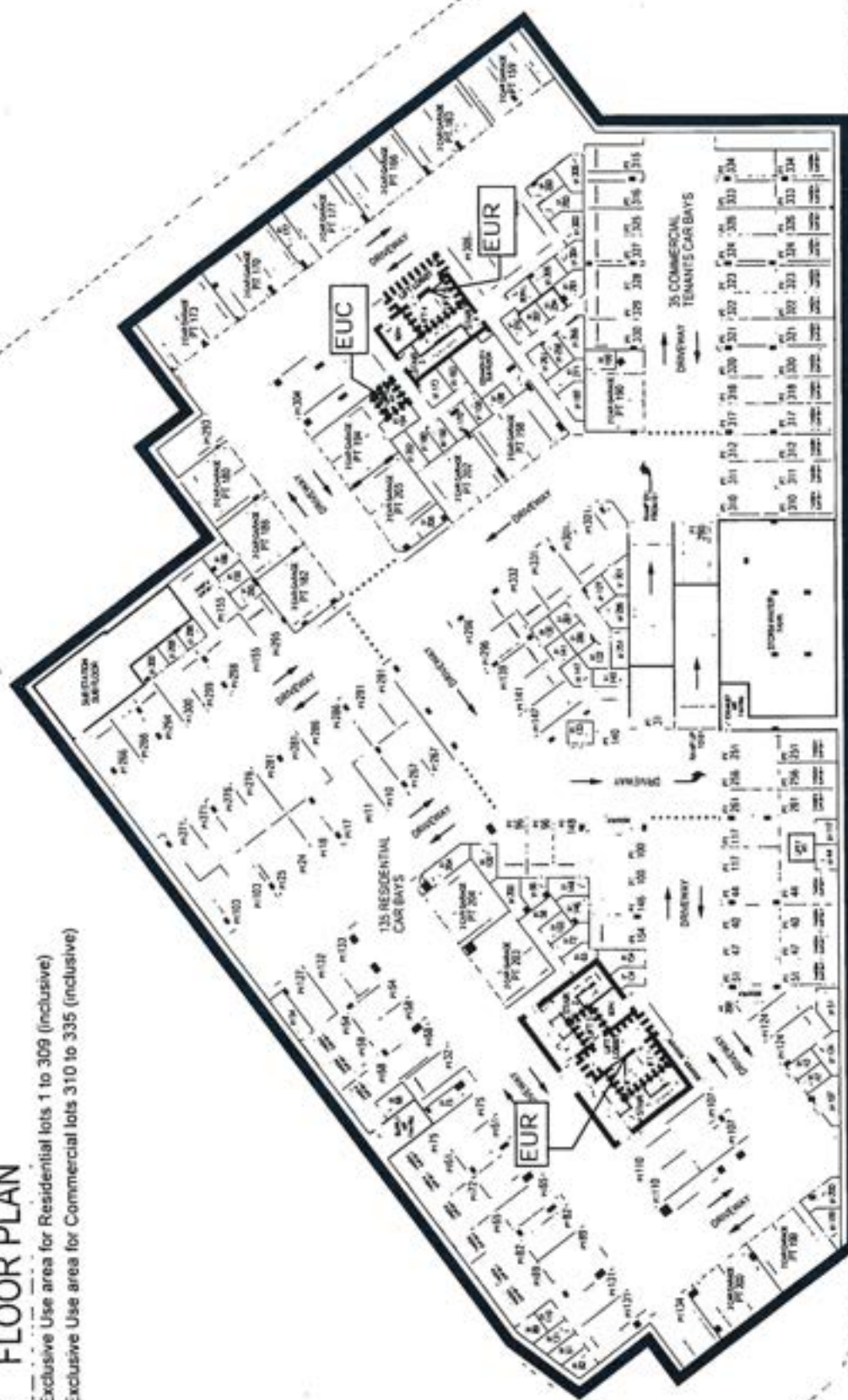
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**Annexure A - Exclusive Use Facilities Plan (Schedule 1, By-Laws 41, 42, 44, 45, 46 and 47)**

# BASEMENT 2 FLOOR PLAN

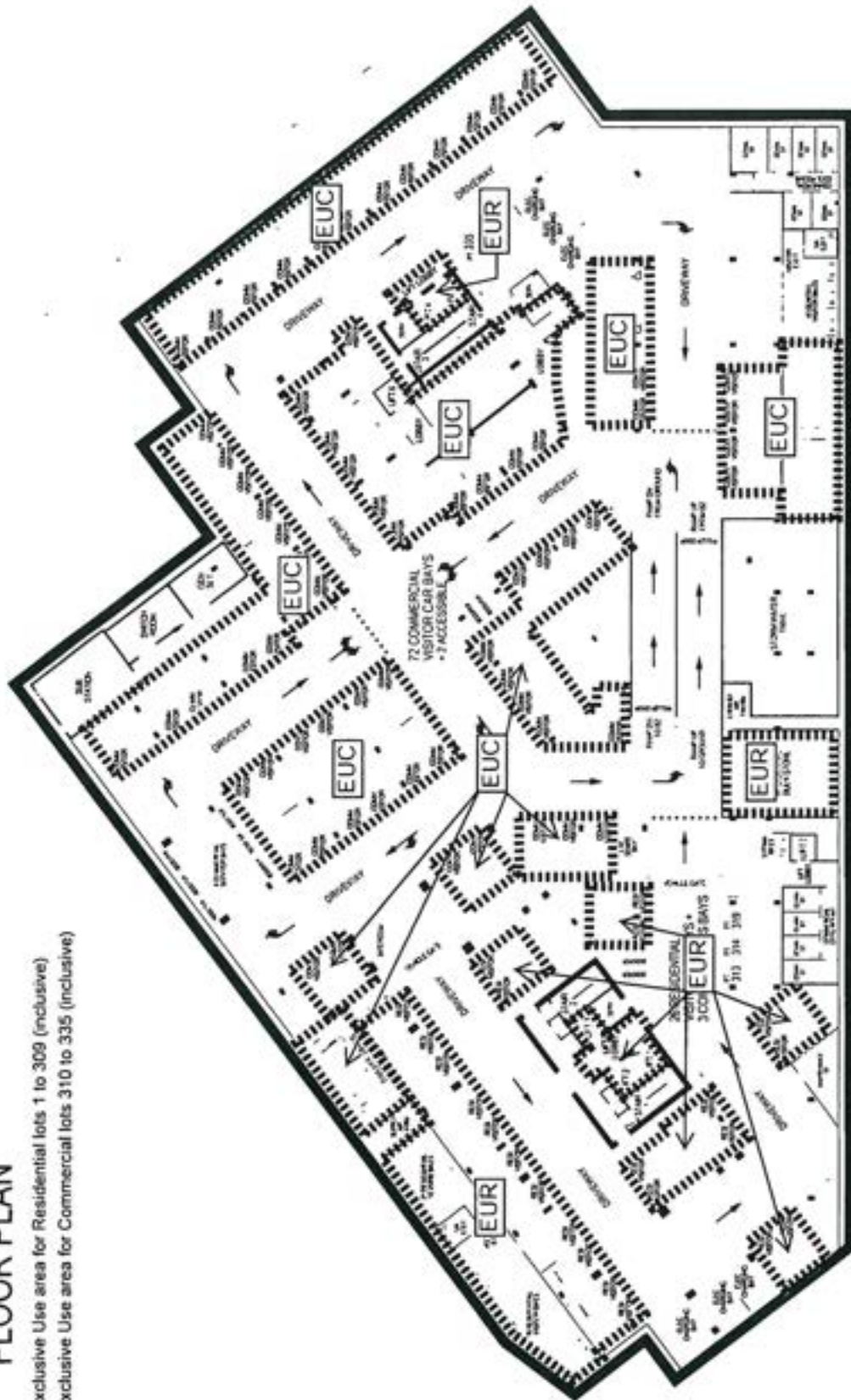


EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EUC = Exclusive Use area for Commercial lots 310 to 335 (inclusive)



# BASEMENT 1 FLOOR PLAN

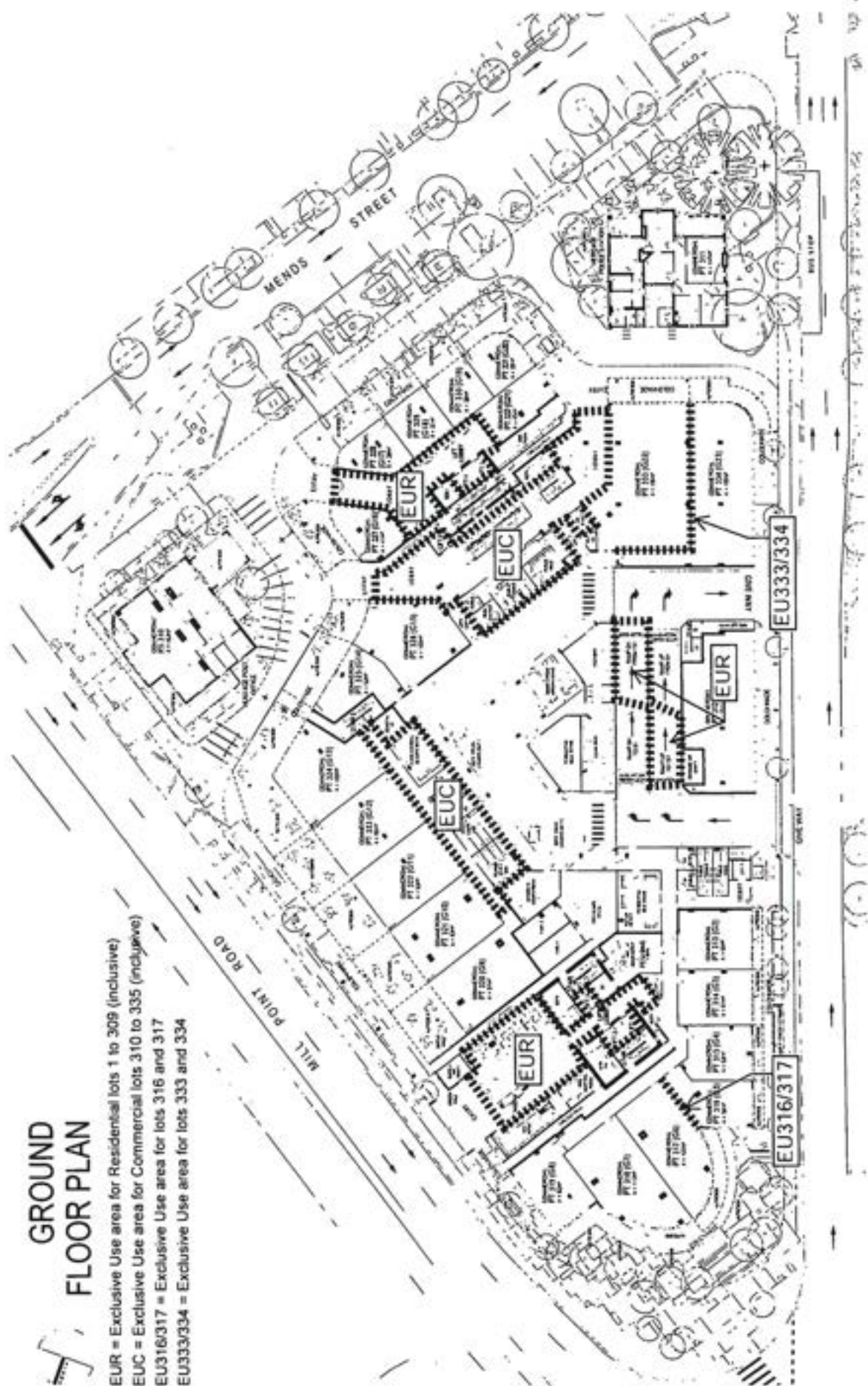
EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EUC = Exclusive Use area for Commercial lots 310 to 335 (inclusive)





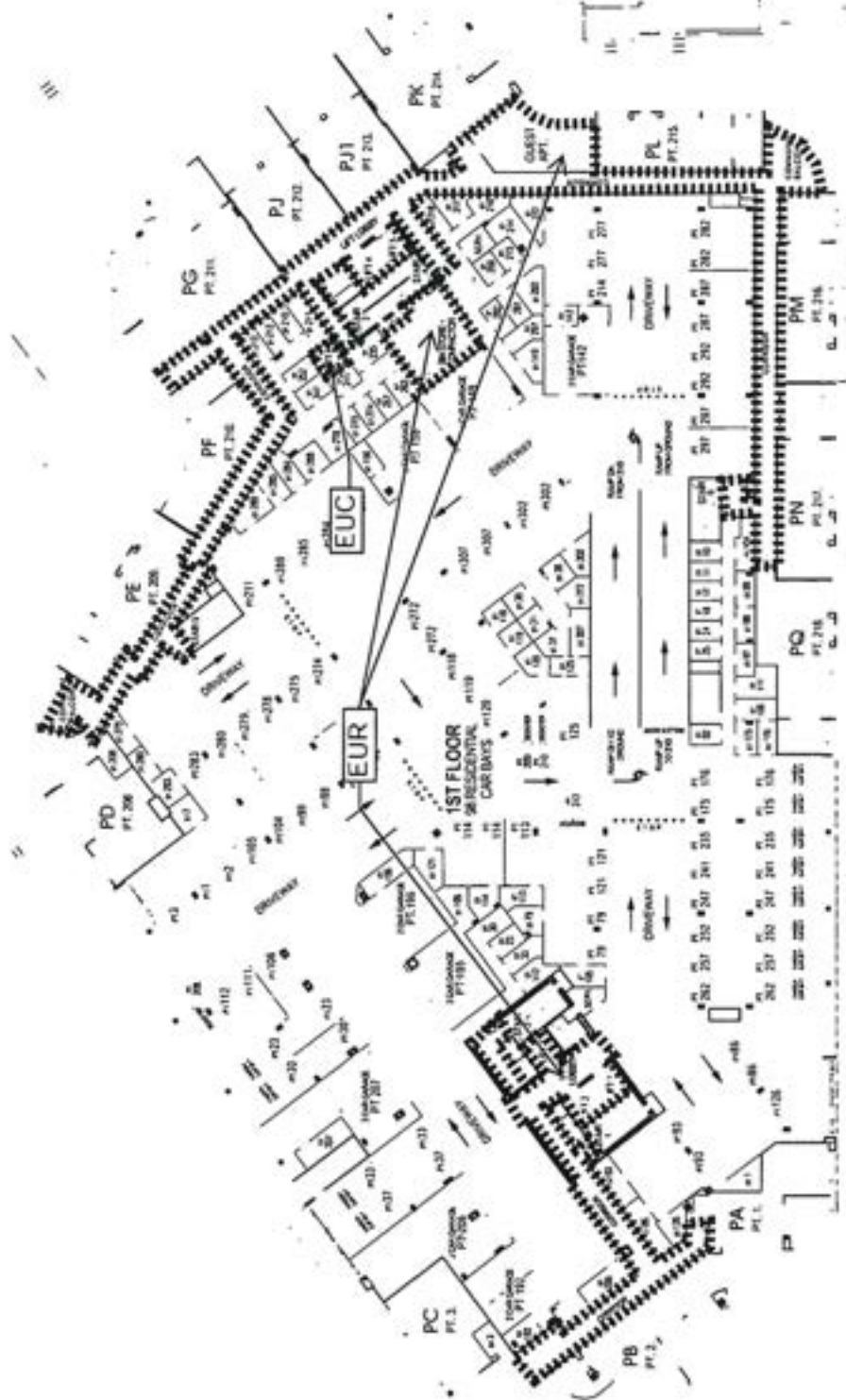
# GROUND FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
 EUC = Exclusive Use area for Commercial lots 310 to 335 (inclusive)  
 EU316/317 = Exclusive Use area for lots 316 and 317  
 EU333/334 = Exclusive Use area for lots 333 and 334



# 1ST FLOOR PLAN

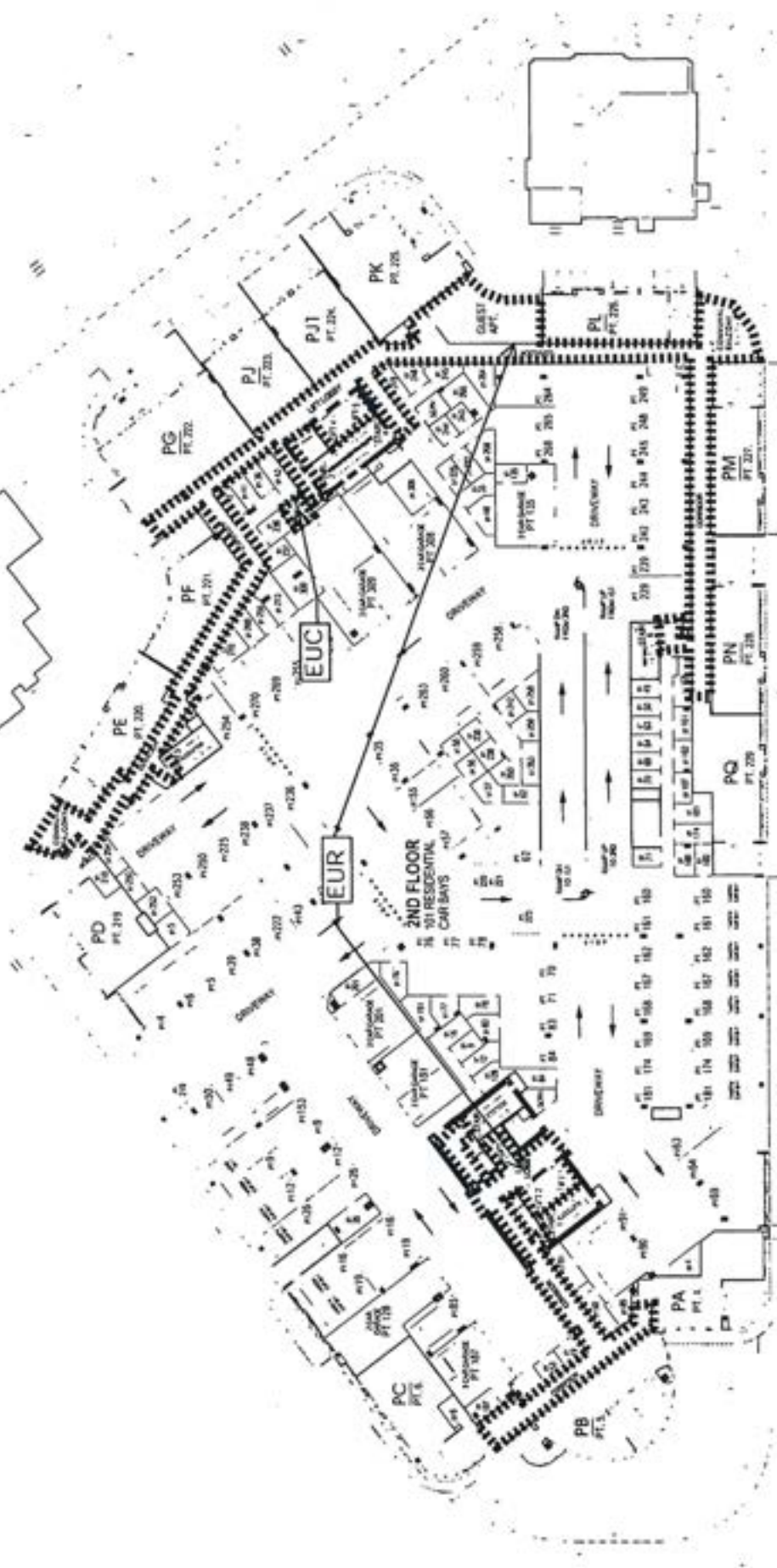
EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EUC = Exclusive Use area for Commercial lots 310 to 335 (inclusive)





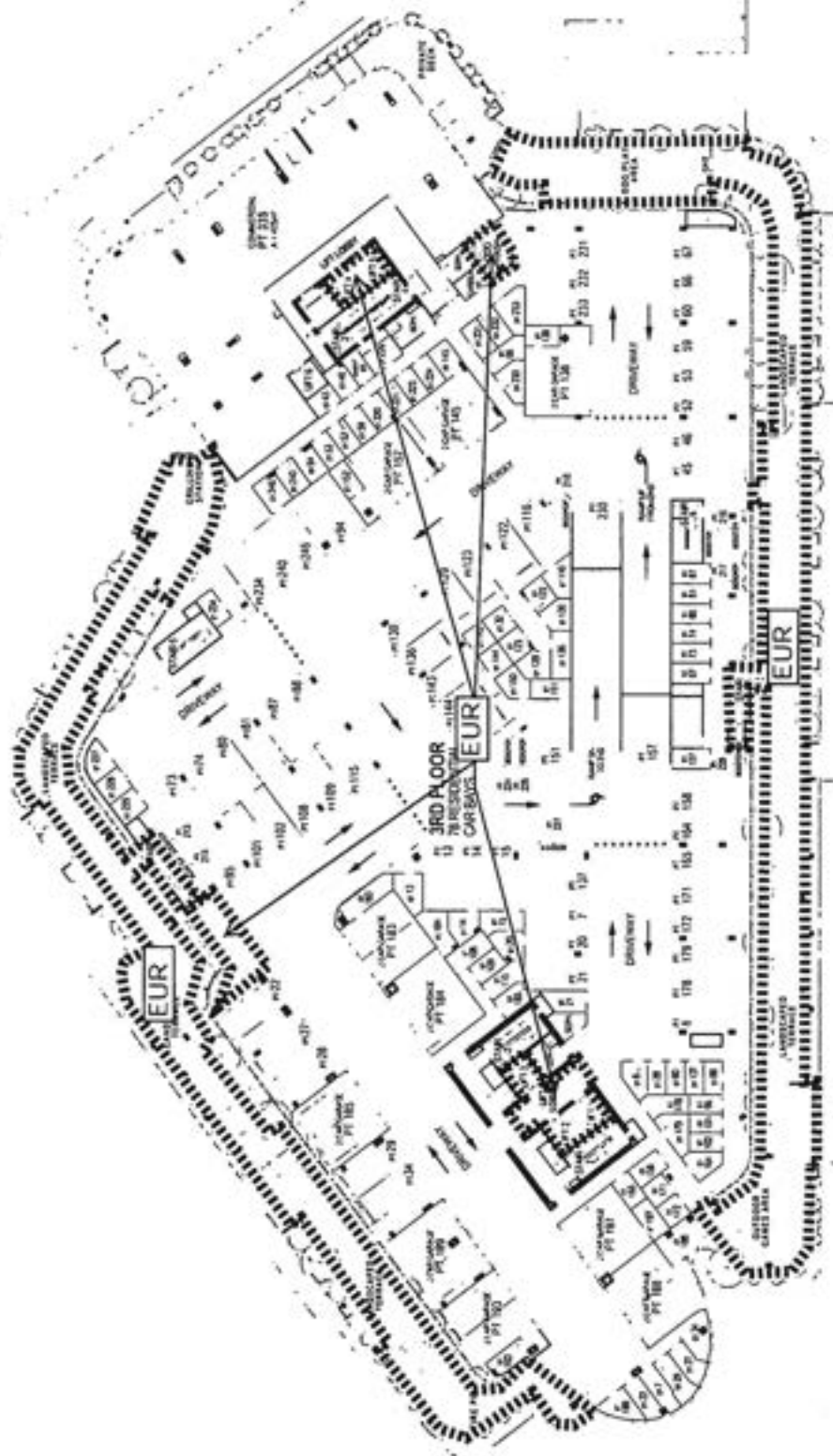
# 2ND FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EUC = Exclusive Use area for Commercial lots 310 to 335 (inclusive)



# 3RD FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)





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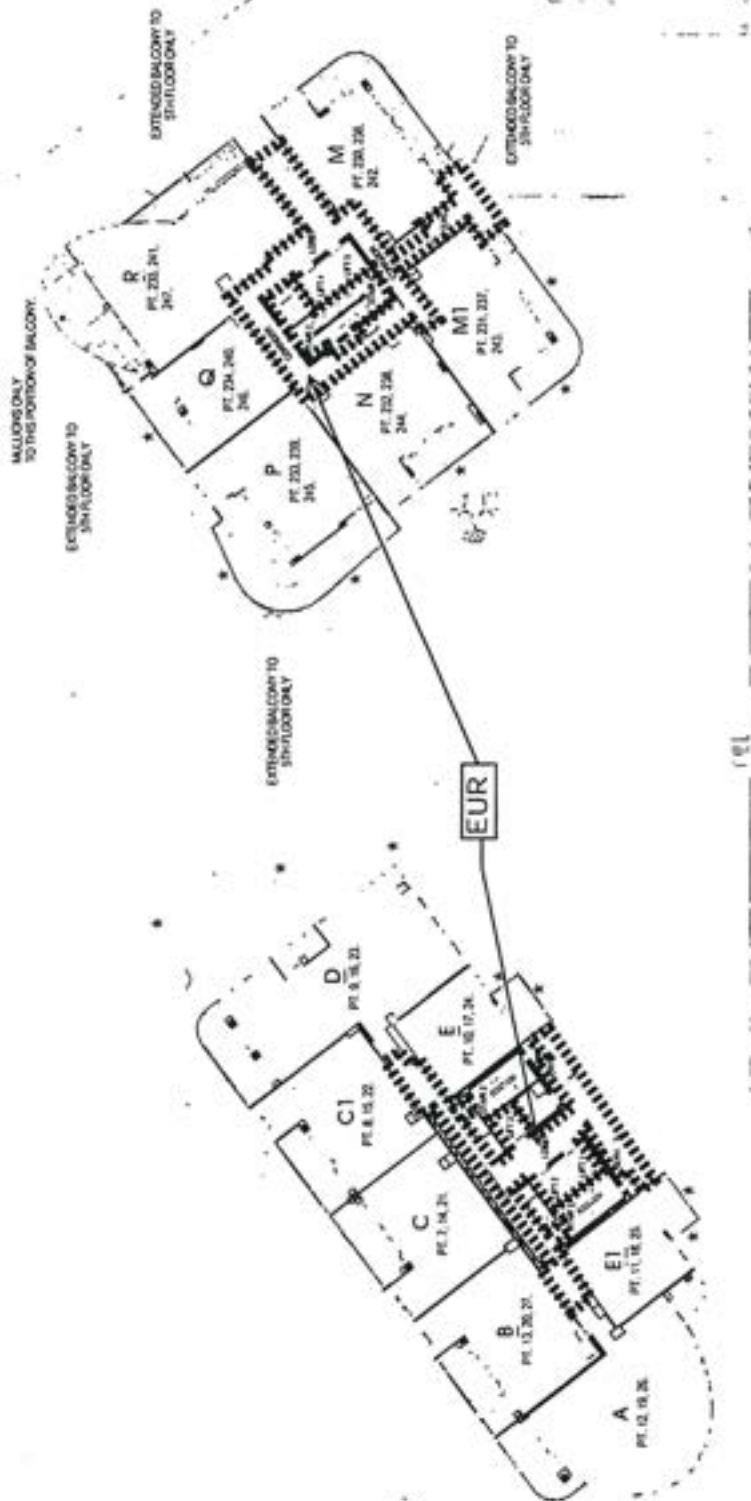
The floor plan illustrates the layout of the University of East Angles (UEA) campus. Key features include:

- Buildings and Rooms:** Labeled rooms include the Library, Lecture Theatre, various administrative offices (e.g., Finance, HR, IT), and specialized facilities like the Sports Centre and Arts Building.
- Courtyards and Outdoor Spaces:** The plan shows several courtyards, including the central courtyard and the Sports Centre courtyard.
- Entrances and Access Points:** The main entrance is located on the left side, while a smaller entrance is on the right.
- Perimeter and Security:** The campus is enclosed by a perimeter wall, with a main entrance gate and a smaller gate on the right.
- UEA Logo and Name:** The UEA logo and the name "University of East Angles" are prominently displayed in the center of the plan.

5TH - 7TH  
FLOOR PLANS

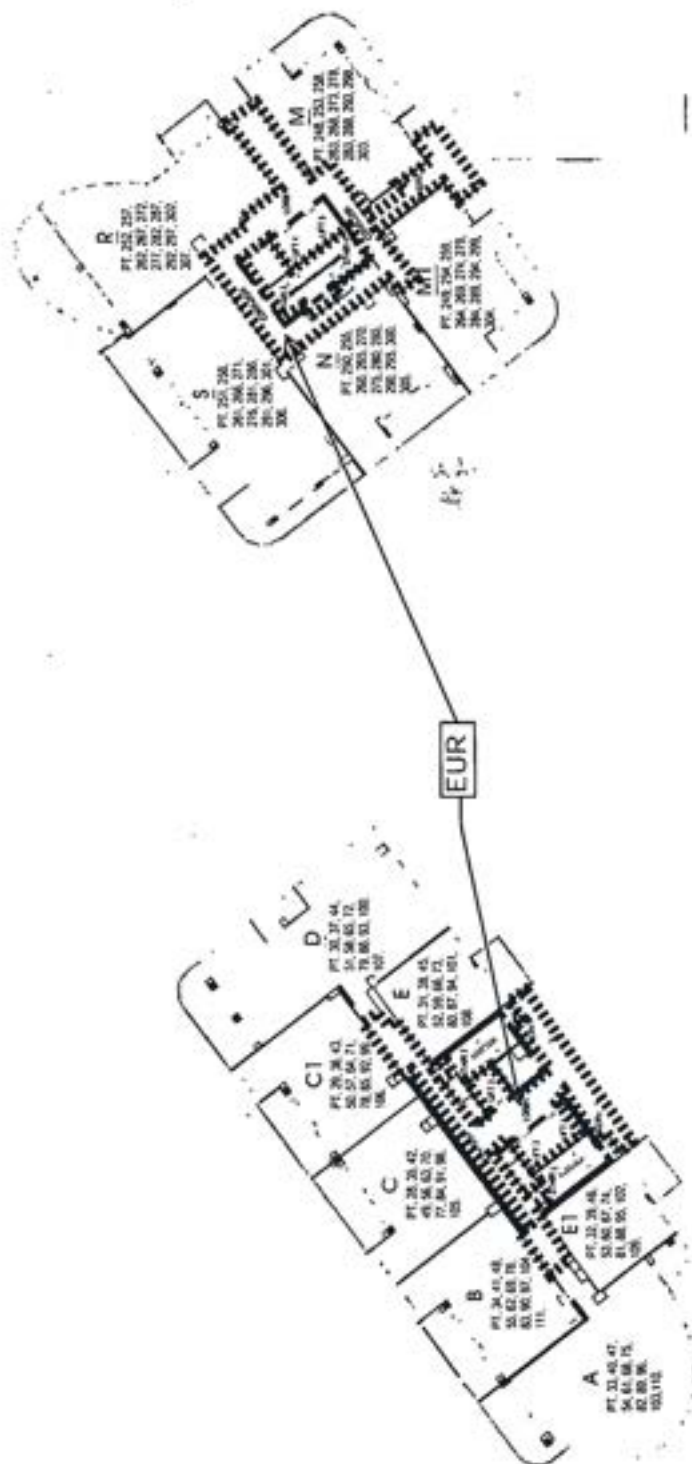
EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)

BALCONY TO 5TH FLOOR APT  
WITH 15" HIGH OBRUSSE  
GLASS SCREEN



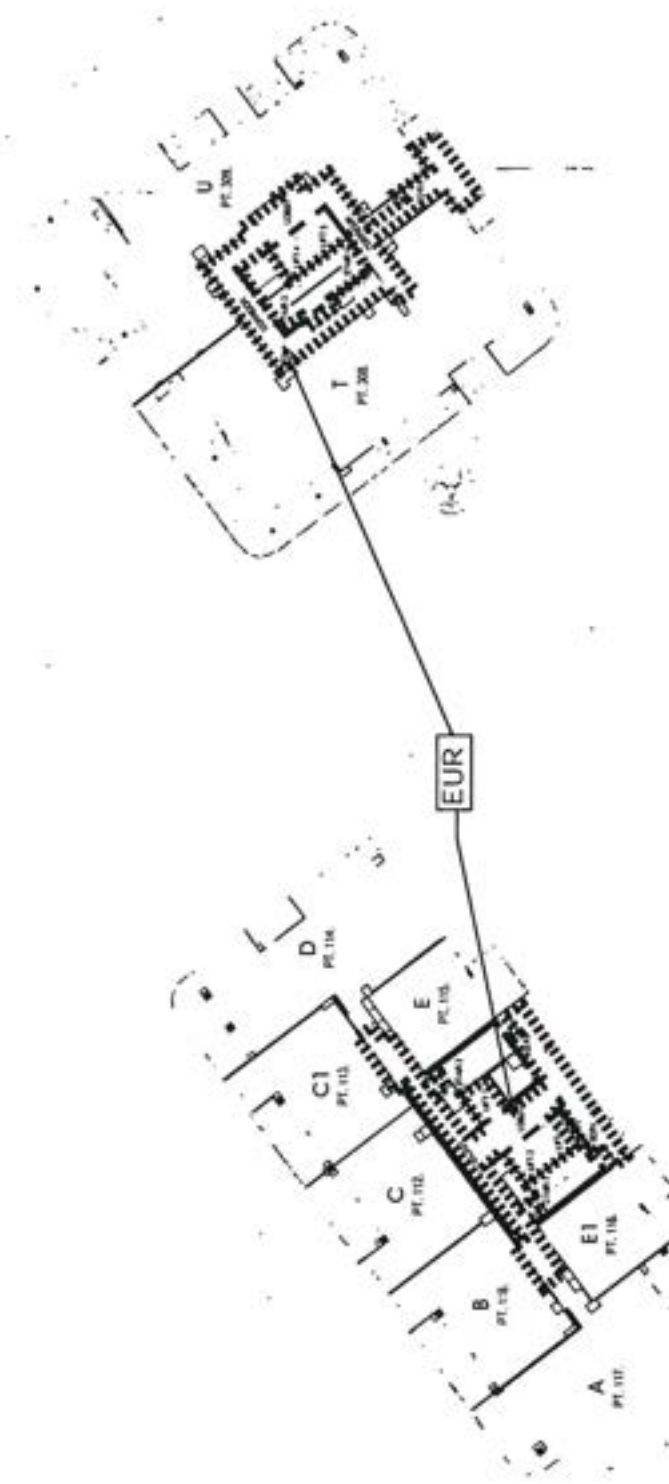
# 8TH - 19TH FLOOR PLANS

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)



# 20TH FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)





# 21ST - 28TH FLOOR PLANS

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)



320mm HIGH SCREEN WALLS WITH SOLAR PV PANELS

EUR

# 29TH FLOOR PLANS

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EU179/180 = Exclusive Use area for lots 179 and 180



3.75m HIGH SCREEN WALLS WITH  
SOLAR PV PANELS

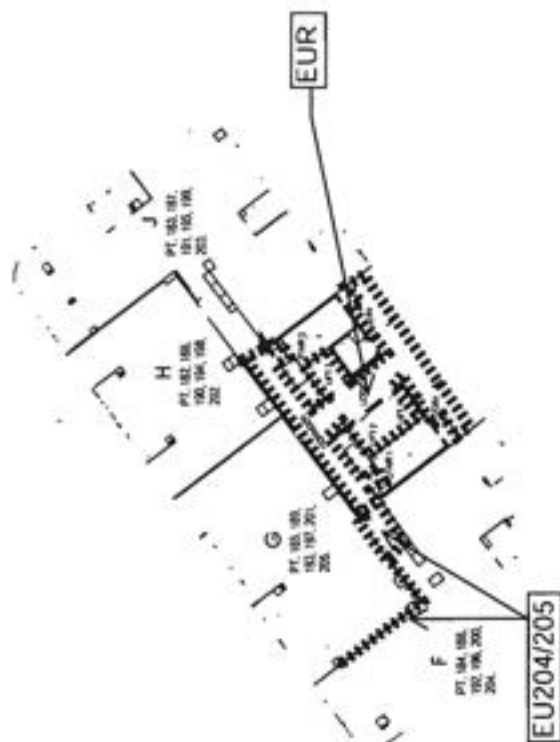
# 30TH - 34TH FLOOR PLANS

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)



**1**

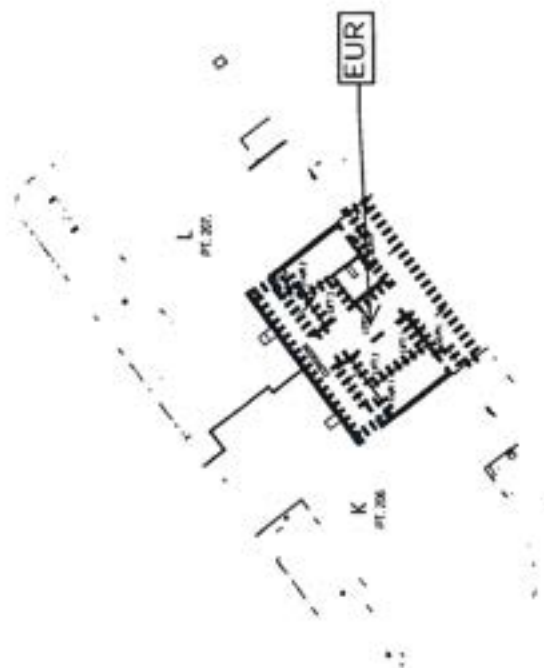
EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)  
EU204/205 = Exclusive Use area for lots 204 and 205





# 36TH FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)



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**Annexure B – Landscaping Area Plan**

# 37TH FLOOR PLAN

EUR = Exclusive Use area for Residential lots 1 to 309 (inclusive)



**MINUTES OF FIRST ANNUAL GENERAL MEETING OF  
THE OWNERS OF CIVIC HEART  
STRATA SCHEME 70243**

<b>Held At:</b>	DLA Piper, Level 21, 240 St Georges Terrace, Perth WA 6000
<b>Held On:</b>	Monday, 1 July 2024.
<b>Meeting Commenced:</b>	10:00 am
<b>Chairperson:</b>	Robyn Rogers, DLA Piper.
<b>Proprietors Present:</b>	<b>South Perth Civic Triangle Pty Ltd ACN 600 087 643</b> in its capacity as the Original Proprietor of Lots 1 to 202 and 204 to 335, and as proxy for the proprietors of each the Lots detailed in the document entitled "Schedule of Settled Lots as at 28 June 2024" tabled at this meeting, and by its proxy Mark Geary.
<b>Non-Proprietors:</b>	Mark Geary as proxy for <b>South Perth Civic Triangle Pty Ltd ACN 600 087 643</b>  Callum Wilson, Oakfield Strata – by invitation.  Eagul Faigen, DLA Piper – by invitation.
<b>Documents Tabled:</b>	The Chairperson tabled the following documents: <ul style="list-style-type: none"><li>(i) Proxy of Original Proprietor;</li><li>(ii) Nomination for Council of Owners;</li><li>(iii) Consent for Council Nomination;</li><li>(iv) copy of Strata Plan 70243;</li><li>(v) copy of the Scheme By-Laws in respect of the Strata Plan, registered at the Office of Titles (P992015);</li><li>(vi) Certificates of Currency of Insurance;</li><li>(vii) Administrative Fund Budgets and Reserve Fund Budget;</li><li>(viii) Levy Schedules;</li><li>(ix) House Rules;</li><li>(x) 10 Year Reserve Fund Plan;</li><li>(xi) Notice to Strata Company pursuant to Section 79(2) <i>Strata Titles Act 1985</i> (WA);</li><li>(xii) Electricity Network Management Agency Agreement with Winconnect Pty Ltd;</li><li>(xiii) Electric Vehicle (EV) Charging Services Agreement with Winconnect Pty Ltd;</li><li>(xiv) Solar PV Agreement with Winconnect Pty Ltd;</li></ul>



- (xv) Strata Management Agreement;
- (xvi) Schedule of Settled Lots as at 28 June 2024; and
- (xvii) Deposited Plan 427476 (depicting the amended Heritage Curtilage for the Former South Perth Police Station Heritage Place).

The meeting notes these documents.

**Registration Of Strata Plan:**

The meeting noted the constitution of the Strata Company in accordance with the *Strata Titles Act 1985* (WA) as from the date of registration of the Strata Plan on 13 June 2024.

**By-Laws:**

It was noted that the By-laws of the Strata Company appear in the Scheme By-Laws tabled at the meeting.

**Validity Of Meeting:**

RESOLVED that, having regard to the fact that all persons entitled to vote at this meeting are present in person or by proxy, this meeting is hereby deemed to be duly convened and constituted.

**Council:**

RESOLVED that the Council consist of the Original Proprietor (as represented by its nominee) such nomination having been accepted and accordingly **South Perth Civic Triangle Pty Ltd ACN 600 087 643** is hereby declared to constitute the Council of the Strata Company who is to exercise the powers, authorities, duties and functions of the Chairperson Secretary and Treasurer of the Strata Company until such time as proprietors are elected to fill those positions at the next general meeting of the Strata Company.

The meeting noted this document.

**Appointment Of Nominee:**

The Chairperson referred the meeting to the authority tabled at the meeting whereby the Original Proprietor appointed Mark Geary as its nominee for the purposes of exercising and performing the powers, authorities, duties and functions of the Chairperson, Secretary and Treasurer of the Strata Company until such offices are filled at the next extraordinary general meeting of the Strata Company.

The meeting noted this document.

**Authority to Execute Documents - Council**

RESOLVED that, for the purposes of section 118(2) of the *Strata Titles Act 1985* (WA) the Strata Company authorises members of the Council to:

- execute any document, contract, agreement, undertaking or other legally binding arrangement from time to time, which are necessary to achieve the Strata Company's objectives and the performance of the functions of the Strata Company on behalf of the Strata Company in accordance with the following resolutions; and
- apply the Common Seal (if any) to any documents where required to do so and from time to time, attested to by the signatures of two members of the Council of the Strata Company.

FURTHER RESOLVED that whilst there is only one member of Council, the signature of that sole Council member alone will be a

sufficient method of execution for the purposes of executing documents on behalf of the Strata Company.

FURTHER RESOLVED that when there are 2 or more members of Council, the signature of at least 2 members of Council will be a sufficient method of execution for the purposes of executing documents on behalf of the Strata Company.

**Administrative and Reserve Funds:**

**Consideration of budgets of estimated expenditure**

RESOLVED that the financial year of the Strata Company shall run from 1 July to 30 June.

**Administrative Fund (General)**

RESOLVED that the budget of estimated expenditure for the Administrative Fund (General) for all lots on Strata Plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) totalling **\$1,281,165 exclusive of GST** be adopted as the budget of the Strata Company for the period 1 July 2024 to 30 June 2025.

**Determination of the standard levy contributions for period 1 July 2024 to 30 June 2025:**

RESOLVED that the standard levy of contributions on proprietors for the Administrative Fund (General) be payable as follows:

- standard levies for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:
  - \$31.93 per unit entitlement 1 July 2024;
  - \$31.93 per unit entitlement 1 October 2024;
  - \$31.93 per unit entitlement 1 January 2025;
  - \$31.93 per unit entitlement 1 April 2025.
- the standard levies, inclusive of GST, for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:
  - \$31.93 per unit entitlement 1 July 2025.

**Determination of the special levy contributions (waste collection) for period 1 July 2024 to 30 June 2025:**

RESOLVED that the special levy of contributions on proprietors for the Administrative Fund (General) be payable as follows:

- special levies for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) are levied on a per Lot basis and are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:
  - \$74.10 per Lot - 1 July 2024;
  - \$74.10 per Lot - 1 October 2024;
  - \$74.10 per Lot - 1 January 2025;

\$74.10 per Lot - 1 April 2025.

- the special levies, inclusive of GST, for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)), levied on a per Lot basis for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:

\$74.10 per Lot - 1 July 2025.

#### **Administrative Fund (Resi)**

RESOLVED that the budget of estimated expenditure for the Administrative Fund (Resi) for Lots 1 to 202 (inclusive) and 204 to 309 (inclusive) on Strata Plan 70243 totalling **\$159,772 exclusive of GST** be adopted as the budget of the Strata Company for the period 1 July 2024 to 30 June 2025.

#### **Determination of the levy of contributions for period 1 July 2024 to 30 June 2025:**

RESOLVED that the levy of contributions on proprietors for the Administrative Fund (Resi) be payable as follows:

- levies for Lots 1 to 202 (inclusive) and 204 to 309 (inclusive) on strata plan 70243 are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:

\$4.75 per unit entitlement 1 July 2024;

\$4.75 per unit entitlement 1 October 2024;

\$4.75 per unit entitlement 1 January 2025;

\$4.75 per unit entitlement 1 April 2025.

- the levies, inclusive of GST, for Lots 1 to 202 (inclusive) and 204 to 309 (inclusive) on strata plan 70243 for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:

\$4.75 per unit entitlement 1 July 2025.

#### **Administrative Fund (Commercial)**

RESOLVED that the budget of estimated expenditure for the Administrative Fund (Commercial) for Lots 310 to 335 (inclusive) on Strata Plan 70243 totalling **\$21,050.00 exclusive of GST** be adopted as the budget of the Strata Company for the period 1 July 2024 to 30 June 2025.

#### **Determination of the levy of contributions for period 1 July 2024 to 30 June 2025:**

RESOLVED that the levy of contributions on proprietors for the Administrative Fund (Commercial) be payable as follows:

- levies for Lots 310 to 335 (inclusive) on strata plan 70243 are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:

\$4.56 per unit entitlement 1 July 2024;

\$4.56 per unit entitlement 1 October 2024;

\$4.56 per unit entitlement 1 January 2025;

\$4.56 per unit entitlement 1 April 2025.

- the levies, inclusive of GST, for Lots 310 to 335 (inclusive) on strata plan 70243 for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:

\$4.56 per unit entitlement 1 July 2025.

### **Reserve Fund (General)**

RESOLVED that the Strata Company raise levies on account of the Reserve Fund for all lots on Strata Plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) totalling **\$90,000 exclusive of GST** for the period of 1 July 2024 to 30 June 2025.

### **Determination of the standard levy contributions for period 1 July 2024 to 30 June 2025:**

RESOLVED that the standard levy of contributions on proprietors for the Reserve Fund (General) be payable as follows:

- standard levies for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:

\$1.37 per unit entitlement 1 July 2024;

\$1.37 per unit entitlement 1 October 2024;

\$1.37 per unit entitlement 1 January 2025;

\$1.37 per unit entitlement 1 April 2025.

- the standard levies, inclusive of GST, for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:

\$1.37 per unit entitlement 1 July 2025.

### **Determination of the special levy contributions (carbon credits) for period 1 July 2024 to 30 June 2025:**

RESOLVED that the special levy of contributions on proprietors for the Reserve Fund (General) be payable as follows:

- special levies for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) are payable quarterly in advance inclusive of GST by instalments due and payable in the amounts and on the dates as follows:

\$1.10 per unit entitlement 1 July 2024;

\$1.10 per unit entitlement 1 October 2024;



\$1.10 per unit entitlement 1 January 2025;

\$1.10 per unit entitlement 1 April 2025.

- the special levies, inclusive of GST, for all lots on strata plan 70243 (being Lots 1 to 202 (inclusive) and Lots 204 to 335 (inclusive)) for the first quarter of the second financial year will be as set out below unless amended at a subsequent general meeting of the Strata Company:

\$1.10 per unit entitlement 1 July 2025

FURTHER RESOLVED that:

- (i) the Treasurer serve each lot proprietor with notice of the amount and due date of each instalment of such contributions; and
- (ii) the Treasurer collect such contributions and subject to the provisions for insurance premiums hereinafter made, pay the same to the trust account of the Strata Company.

**Insurances:**

RESOLVED that the insurances have been effected by the Original Proprietor on behalf of the Strata Company. Copies of the certificates of currency of insurance and schedules of insurance were tabled at the meeting.

The Original Proprietor shall be entitled to a fair proportion of the premiums paid from the date of adoption of the insurances by the Strata Company, to be recovered as part of the settlement process for the sale of the Lots.

FURTHER RESOLVED that the Strata Manager shall be authorised to deal directly with the insurance company on all matters relating to insurance for the complex and that they be authorised to renew the insurance policy on behalf of the Strata Company at the rate suggested by the insurers.

**Management Of Strata Company:**

RESOLVED that the management of the Strata Company be undertaken by WA Strata Assets Pty Ltd ACN 651 027 726 trading as Oakfield Strata ABN 39 651 027 726 of 3/1050 Hay Street, West Perth, WA, 6005. The appointment is to be for a period of 36 months effective from 14 June 2024.

FURTHER RESOLVED that the Council be authorised to sign the Strata Management Agreement in the form circulated immediately following the meeting.

**Change Of Address:**

RESOLVED that the address registered for the service of notices on the Strata Company be changed to that of the Strata Company Manager until further resolved.

The meeting noted that the address of the Strata Company Manager for the time of 3/1050 Hay Street, West Perth, WA, 6005 and also of admin@oakfield.com.au.

**Authority to Execute Documents – Strata Manager**

RESOLVED that for the purposes of section 118(2) of the *Strata Titles Act 1985* (WA) the Strata Company authorises the strata manager of the scheme from time to time to execute certain documents on behalf of the Strata Company subject to the strata manager obtaining the prior written consent of the Council to the

execution of each document in accordance with the following resolutions.

FURTHER RESOLVED that the signature of one director of the Strata Manager alone be sufficient for the purposes of executing documents on behalf of the Strata Company.

**Income Tax File Number  
And Australian Business  
Number:**

RESOLVED that the Strata Manager apply on behalf of the Strata Company to the Australian Taxation Office for:

- (i) an Income Tax File Number;
- (ii) an Australian Business Number; and
- (iii) GST registration.

**Books And Records:**

RESOLVED that the Strata Manager is authorised to purchase commence and maintain all books and records necessary to ensure the Strata Company's compliance with the provisions of the Act and regulations.

**Banking Authority:**

RESOLVED that the administrative funds of the Strata Company be deposited into the account of the Strata Company AND that the Strata Manager be authorised to endorse and negotiate instruments on behalf of the Strata Company and to generally conduct the administrative fund banking investment affairs of the Strata Company until otherwise resolved.

**Delivery of Documents by  
Original Proprietor**

RESOLVED that the Original Proprietor shall deliver all key documents in accordance with section 78(1)(b) of the *Strata Titles Act 1985* (WA) (as amended) to be held on behalf of the Strata Company by the Strata Manager.

**Disclosure of  
remuneration and other  
benefits by Original  
Proprietor**

The meeting notes that South Perth Civic Triangle Pty Ltd ACN 600 087 643 discloses pursuant to section 79(2) that it has arranged and will procure entry by the Strata Company into agreements with WINenergy Pty Ltd ACN 112 175 710 in relation to:

- (i) the management of the electricity network for the development, including the distribution, sale and supply of electricity and the installation and management the meter reading systems (**Electricity Networks Management Agency Agreement**);
- (ii) the installation, operation and maintenance of a Solar PV System for the purposes of generating and supplying electrical energy (**Solar PV Agreement**); and
- (iii) the establishment, operation and maintenance of an Electronic Vehicle (EV) Charging System and EV Charging Management Platform (**Electronic Vehicle (EV) Charging Agreement**).

The value of the benefit received was \$221,670 exclusive of GST.

The meeting noted this document.

**Other Business**

**Services and Amenities by Strata Company**

- (i) RESOLVED that the Strata Company is authorised to provide amenities and services to any proprietor or occupier of a lot in accordance with section 116(1)(g) of the *Strata Titles Act 1985* (WA) (as amended) upon a request by the relevant proprietor or occupier, and that the Strata

Company is authorised to pass on the costs of those amenities or services to the relevant proprietor or occupier.

- (ii) RESOLVED that the Strata Company adopt the House Rules as the rules of the Strata Company for the time being until otherwise added to, amended, repealed or replaced by the Strata Company.
- (iii) RESOLVED that the Strata Company enter into the Electricity Network Management Agency Agreement with Winconnect Pty Ltd in accordance with section 18.1(1)(a)(x) of the Contract for Sale of Strata Titled Property by Offer and Acceptance.
- (v) RESOLVED That the Strata Company enter into the Electric Vehicle (EV) Charging Services Agreement with Winconnect Pty Ltd in accordance with section 18.1(1)(a)(x) of the Contract for Sale of Strata Titled Property by Offer and Acceptance.
- (vi) RESOLVED that the Strata Company enter into the Solar PV Agreement with Winconnect Pty Ltd in accordance with section 18.1(1)(a)(x) of the Contract for Sale of Strata Titled Property by Offer and Acceptance.

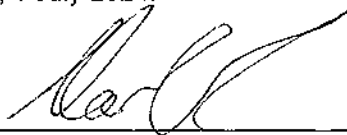
#### **Other Business**

- (i) RESOLVED that, for so long as the Owners of Lot 329 and Lot 330 are the same person or are related entities (**Lot 329/330 Owner**):
  - a. the Lot 329/330 Owner is authorised to remove the dividing wall between Lot 329 and Lot 330 as part of fitout works to Lot 329 and Lot 330 and to occupy the space created by such removal in connection with its use of Lot 329 and Lot 330;
  - b. the Lot 329/330 Owner is responsible for obtaining all necessary approvals and permits from the Local Government or other relevant authorities necessary to carry out works to remove the dividing wall and for all costs associated with carrying out those works;
  - c. if the Lot 329/330 Owner sells, transfers or otherwise disposes of either or both Lot 329 or Lot 330 to separate and unrelated persons or entities then prior to, and as a condition of any sale, transfer or disposal, the Lot 329/330 Owner must reinstate Lot 329 and Lot 330 as two distinct and separate Lots by reinstating the dividing wall on the boundary between the Lots consistent with the boundary between Lot 329 and Lot 330 as shown on the Scheme Plan, and for that purpose:
    - i. the Strata Company and each other Owner irrevocably consents to the construction of the dividing wall, subject to the Lot 329/330 Owner complying with its obligations in Schedule 2, By-Law 6, as applicable, in relation to the construction of the dividing wall;
    - ii. the Strata Company and each other Owner will do all things reasonably required of them to ratify the consent provided in (i) above including to pass any resolution that may be required under the Act to formalise that consent if required and to sign any applications reasonably required by the Lot 329/330 Owner

- in order to obtain the necessary approvals and permits of the Local Government in order to carry out the construction of the dividing wall; and
- iii. the Strata Company may inspect the construction of the dividing wall to verify that it has been constructed on the correct boundary and in accordance with the relevant approvals and permits issued by the Local Government and may require the Lot 329/330 Owner to rectify any defects in the construction of the dividing wall identified and notified to the Lot 329/330 Owner by the Strata Company prior to any transfer being completed.
- (ii) The Strata Company:
- a. ACKNOWLEDGED that the Heritage Council has revised and narrowed its land description of the heritage place known as the former South Perth Police Station from the land area originally described in Memorial I650704 to the land area identified with the letter "M" on the document entitled "Deposited Plan 427476" tabled at this meeting. Accordingly, the Heritage Council has withdrawn its original Memorial I650704 relating to the entry of the heritage place on the Register of Heritage Places and proposes to lodge a replacement memorial to reflect the revised land description of the heritage place per the area shown as "M" on Deposited Plan 427476; and
- b. RESOLVED to provide the Heritage Council with all reasonable assistance to facilitate the lodgement, by the Heritage Council, of a replacement memorial to reflect the revised land description of the heritage place and its entry on the Register of Heritage Places including lodgement of Deposited Plan 427476 for this purpose.

**Closure:**

There being no further business the meeting closed at 10:35 am on Monday, 1 July 2024.



Original Proprietor by its proxy





Chubb Insurance Australia Limited  
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Date Issued: 27 May 2024

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	SP 70243	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	05GS018362	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 05 June 2024, Local Standard Time
	To:	4.00pm on 05 June 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	99 Mill Point Road, South Perth WA 6151	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 225,000,000
	<b>Common Contents</b>	AUD 2,250,000
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 33,750,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 261,000,000	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate <b>Period of Insurance</b>	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 27 May 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Natasha Nel  
Strata Underwriter

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Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687