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Approved Form 2020-43867
Effective for use from: 15/07/2020

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Scheme By-laws – New Scheme

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: 75504

☒ I / ☐ We¹ the owner(s)² **Mirvac (WA) Pty Ltd ACN 095 901 769** of land the subject of the plan described as³ **Lot 103 on Deposited Plan 403300** apply to the Registrar of Titles to have the scheme by-laws as set out below registered with ☒ my / ☐ our¹ Application to Register Strata Titles Scheme in respect of the above land.

Part 1 – Consolidated by-laws

In this part provide the full text of the scheme by-laws classified as governance or conduct and with the relevant by-law number.

Governance By-Laws

1 Duties of owner

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

¹ Select one.

² Insert the name(s) of the owners of land the subject of the plan.

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

2 Power of strata company regarding submeters

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

3 Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) Subject to by-law 4(10), where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors as is determined by the Strata Company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee,

- the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (6) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (7) A member of the council vacates office as a member of the council –
- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-bylaw (6); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (7)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (9) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (10) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (11) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

4 Election of council at general meeting

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

- (1) The meeting must determine, in accordance with the requirements of by-law 3(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must —
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 3(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes are to be declared elected to the council.

- (9) If the number (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.
- (10) While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council. If the original proprietor is appointed at the first annual general meeting of the Strata Company as the sole member of council, the original proprietor will remain as the sole member of council until further members of council are appointed at a general meeting of the Strata Company.

5 Chairperson, secretary and treasurer of council

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

6 Chairperson, secretary and treasurer of strata company

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

7 Meetings of council

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

8 Powers and duties of secretary of strata company

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

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and

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

9 Powers and duties of treasurer of strata company

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

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

10 (1) The council must from time to time, by instrument in writing, appoint and remunerate a suitably qualified and professional strata manager and may, in like manner, delegate to the strata manager:

- (a) all of the council's powers, authorities, duties and functions;
- (b) any one or more of its powers, authorities, duties and functions specified in the instrument; or
- (c) all of its powers, authorities, duties and functions except those specified in the instruments;

and may, in like manner, revoke the appointment and delegation or revoke in part each delegation.

(2) Where the instrument of appointment so provides, a strata manager:

- (a) will have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the strata company and the council or such of those powers, authorities, duties and functions as may be specified in the instrument; and
- (b) may sub-delegate each or any of the powers, authorities, duties and functions conferred upon the strata manager by the instrument of its appointment to a person whom the managing agent considers properly

qualified and experienced in the management and operation of properties similar to the Building.

- (3) To the extent that the governance by-laws confer or impose any power or duty on the council, chairman, secretary or treasurer those powers and duties will be deemed to be conferred and imposed on the strata manager.
- (4) The council may:
- (a) appoint a strata manager under by-law 10(1) in conjunction with any other person, including the council of a strata company in respect of any other strata scheme relating to land adjoining the parcel; and
 - (b) delegate to the council in respect of any other strata scheme relating to land adjoining the parcel the right to appoint a strata manager, to manage the parcel and ensure the maintenance, repair, upkeep and decorative order of the common property in conjunction with the maintenance, repair and upkeep of the common property in the adjoining strata scheme.
- (5) The council may raise a separate levy from all proprietors to pay for the appointment of a strata manager to ensure the maintenance, repair, upkeep and decorative order of the common property in conjunction with the maintenance, repair and upkeep of the common property in the adjoining strata scheme and may allocate that levy between proprietors as the council sees fit having regard to the nature of each proprietor's lot and the relative needs of various buildings comprised in the parcel.
- 11** (1) The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1(1)(b).
- (2) The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 11(1).
- 12** **Strata contributions - reserve fund**
- (1) As provided in section 100 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- (a) in proportion to the unit entitlement of their respective lots; or
 - (b) in any other manner permitted under the by-laws and the Act from time to time.
- (2) The council may raise the contributions levied by the strata company pursuant to section 100(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
- (a) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for

the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and

- (b) the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- (3) The council must:
 - (a) establish a reserve fund in accordance with section 100(2) of the Act;
 - (b) determine the amount to be raised for the reserve fund being not less than 0.1% of the insured value of the building per annum; and
 - (c) raise the amounts determined from time to time by levying contributions pursuant to section 100(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.

13 Employees

The strata company may from time to time determine the terms and conditions upon which the services of any employee of, or contractor engaged by, the strata company to provide services to proprietors, residents and other occupants of lots are to be provided.

14 Development of adjoining land

- (1) A proprietor, occupier or other resident of a lot:
 - (a) acknowledges that the strata scheme forms part of the Latitude Leighton Beach development which may comprise a number of strata schemes and green title lots;
 - (b) acknowledges that the future development of Latitude Leighton Beach is at the sole discretion of the developer of Latitude Leighton Beach, Mirvac (WA) Pty Ltd (**Developer**) and that any proposed subdivision plans or strata schemes may be amended from time to time at the Developer's sole discretion;
 - (c) acknowledges that the future development of Lot 102 on Deposited Plan 405766 (being the whole of the land comprised in Certificate of Title Volume 2895 Folio 675) (**Lot 102**) is at the sole discretion of the registered proprietor of Lot 102 and that any proposed development plans for Lot 102 may be amended from time to time at the sole discretion of the registered proprietor of Lot 102; and
 - (d) must not make any objection to any application by:
 - (i) the Developer, in obtaining any development, building, subdivision, planning or other approval (including any variation of an approval) for other developments in Latitude Leighton Beach; and

- (ii) the registered proprietor of Lot 102 in obtaining any development, building, subdivision, planning or other approval for the development of Lot 102.
- (2) A proprietor, occupier or other resident of a lot acknowledges that:
 - (a) there will be continuing surveying, engineering and construction works both inside the building and externally with respect to the completion of Latitude Leighton Beach by the Developer;
 - (b) the Developer may carry out, both inside the building and externally, all works of demolition, construction and development required by the Seller to be carried out at any time for any purpose connected with Latitude Leighton Beach;
 - (c) the Developer may require access from time to time to the common property in order to carry out those works and activities; and
 - (d) there may be nuisance, noise, dust or other discomfort to the proprietor, occupier or other resident of a lot as a result of the above works and activities.

and the proprietor, occupier or other resident of a lot will not object or cause the strata company to object to the Developer carrying out those works and activities or having access to the common property for the purposes of carrying out those works and activities.

15 Display Suite

The proprietor, occupier or other resident of a lot:

- (1) acknowledges that the Developer:
 - (a) intends using a lot in the building as a display suite for the marketing of unsold lots in the building and other land being or to be developed in the Latitude Leighton Beach development; and
 - (b) may undertake marketing activities with respect to the building and the Latitude Leighton Beach development including the display of sale signs, insignia and other fixtures and fittings for marketing purposes which the Developer thinks fit; and
- (2) will not object or cause the strata company to object to the Developer's use of an apartment in the building as a display suite or to the Developer's marketing activities with respect to the building and the Latitude Leighton Beach development.

16 Legal costs

A proprietor of a lot must pay on demand to the strata company all:

- (1) legal costs on a solicitor-client basis which the strata company pays, incurs or expends;

- (2) fees, charges, fines incurred or issued by the strata company, including any fees charged by the strata manager,

in consequence of any default by the proprietor, occupier or other resident of that lot in the performance or observance of any by-laws including, but not limited to, recovery of strata company contribution fees or utility charges.

17 Council bank accounts

The council may open such accounts in the name of the strata company in such bank or building society it thinks necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts.

18 Default

Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.

19 Air-conditioning

- (1) In this by-law:

Air Conditioning Equipment means the plant and equipment that provides air-conditioning to a lot including the fan unit located in the lot and the condenser unit which may be located either on common property or within the lot, together with all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

Services Equipment means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

- (2) The proprietor or occupier of a lot is entitled to the exclusive use and enjoyment of the Air Conditioning Equipment and Services Equipment servicing that lot and the proprietor or occupier:
- (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and
 - (b) must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.
- (3) A proprietor is responsible for the repair, maintenance, service, alteration, adjustment or replacement of any airconditioner, air-conditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the

common property, of which the proprietor enjoys the use and benefit to the exclusion of all other proprietors.

20 Car charging station

- (1) In this by-law:

Car Charging Station means an electronic car charging station and any associated apparatus.

Special Lot means any lot with an allocated lot car bay(s) connected to a Car Charging Station as determined by the original proprietor.

- (2) If the original proprietor installs a Car Charging Station, the Car Charging Station will:
- (a) form part of the common property; and
 - (b) be connected to the electrical system of the common property.
- (3) The strata company grants the proprietor of a Special Lot exclusive use with respect to any Car Charging Station connected to their allocated lot car bay.
- (4) If the strata company grants the proprietor of a Special Lot exclusive use or enjoyment of, or a special privilege with respect to a Car Charging Station then:
- (a) the Car Charging Station will be cleaned, repaired and maintained by the proprietor of the Special Lot, using only suitably qualified tradesmen to clean, repair, maintain and if necessary, replace the Car Charging Station; and
 - (b) the proprietor of the Special Lot will be responsible for any charges, costs and fees for electricity consumed in accordance with the Car Charging Station submeter.

Conduct By-Laws

1 Use and maintenance of lot

- (1) A proprietor, occupier or other resident must not:
 - (a) use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities, except that the lot must not be used as short stay accommodation without the consent of the strata company;
 - (b) use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;
 - (c) make undue noises or smells in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;
 - (d) park or stand any motor or other vehicle on common property or permit any invitees of the proprietor or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the by-laws;
 - (e) use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle; or
 - (f) hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage.
- (2) (a) A proprietor, occupier or other resident intending to move any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) do so without notifying the building manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the building manager for the day and time of the proposed move;
 - (ii) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the building manager; or

- (iii) do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the building manager.
 - (b) A proprietor, occupier or other resident in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the building manager;
 - (ii) permit any furniture or items to access or exit the building other than via the basement;
 - (iii) permit any vehicles to restrict access to the car park;
 - (iv) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
 - (v) place any furniture or items in a lift other than that specified by the building manager and, in any event, not until protective covers have been placed in the lift by the building manager;
 - (vi) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact or leaning or stacking against the door; and
 - (vii) damage the common property.
 - (c) A proprietor, occupier or other resident moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.
- (3) A proprietor, occupier or other resident of a lot which includes a balcony must:
- (a) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
 - (b) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
 - (c) not, except as set out in by-law 21, install any structures which would enclose more than 50% of the opening of the balcony (the opening of the balcony is taken to mean the area bounded by the walls, floor and ceiling of the balcony); and

- (d) permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this by-law 1(3) are being complied with.

2 Additions, alterations and cleanliness of lot

- (1) A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event must not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration.
- (2) A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.
- (3) Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him. Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.
- (4) A proprietor of a lot must not except with the prior consent in writing of the strata company make any changes to the floor coverings or floor space within the lot unless:
 - (a) the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings does not result in the L_{nTw} of the floor ceiling system exceeding 52dB;
 - (b) an application for consent by a proprietor of a lot under by-law (2)(4) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 2(4).
 - (c) If a proprietor of a lot installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturer's recommendations.
 - (d) Following the installation of the flooring, to demonstrate compliance with this by-law, a proprietor of a lot must provide the strata company with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed

to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 2(4)(b). If such a certificate is not provided to the strata company within 3 months of installation of the new floor finish, the strata company has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the proprietor of the lot.

- (e) The strata company may at any stage conduct further inspections and testing of the floor finish (at the expense of the strata company) to ensure continued compliance with by-law 2(4).
 - (f) If the results of the further inspections and testing carried out by the strata company under by-law 2(4) show that there is non-compliance with the standard set out in by-law 2(4)(a), the strata company may request that the proprietor of the lot carry out all works necessary for the floor finish to comply with the standard set out in by-law 2(4)(a) within 14 days of the strata company's request.
 - (g) If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 2(4)(a) within 14 days of the strata company's request, the strata company has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.
- (5) A proprietor or occupier of a lot must keep clean all exterior surfaces of glass, windows, balustrades and spandrels on the boundary of the lot, including so much as is common property, unless:
- (a) the strata company resolves that it will keep the glass, windows, balustrades and spandrels or specified parts thereof clean; or
 - (b) that glass, windows, balustrades and spandrels or parts thereof cannot be accessed by the proprietor or occupier of the lot safely or at all, in which case the cleaning will be undertaken by the strata company.
- (6) A proprietor or occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines;
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the strata company and at a time not more than 12 hours

- before the time at which garbage, recyclable material or waste is normally collected;
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a);
 - (e) must not place anything in the receptacles of the proprietor or occupier of any other lot except within the permission of that proprietor or occupier; and
 - (f) must promptly remove any thing which the proprietor, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (7) By-law 2(6) does not require a proprietor or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (8) A proprietor or occupier of a lot in a strata scheme that has garbage chutes or shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the chutes or receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines;
 - (b) must promptly remove any thing which the proprietor, occupier or garbage or recycling collector may have spilled in the area of the chutes or receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (c) must comply with the reasonable requirements of the council regarding the disposal of waste or recyclable material; and
 - (d) must not place any glass material or waste in a garbage chute.
- (9) By-law 2(8) does not require a proprietor or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (10) A proprietor or occupier of a lot that has an external laundry window, may replace the existing fixed window installed with an awning window, provided that the new awning window must be of the same colour and appearance as the existing window.

3 External use of lot

A proprietor, occupier or other resident of a lot must not:

- (1) without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- (2) without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height (measured from the floor level);
- (3) affix or attach on any balcony or any part of a lot or other parts of the building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property;
- (4) hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (5) display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, building or common property but nothing contained in this by-law must restrict the right of the original proprietor following the registration of the Scheme Plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such sign as the original proprietor sees fit until all lots on the Scheme Plan have been sold and the original proprietor no longer requires the signage to be in place;
- (6) carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- (7) cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- (8) install curtains or window treatments visible from outside the lot unless:
 - (a) the curtains or window treatments have grey backing material;
 - (b) the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and
 - (c) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.

- (9) install opaque film to the glazing of windows visible from outside the lot;
- (10) install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot; or
- (11) place or throw any item onto any balcony or any part of a lot or other parts of the building or common property exterior to the lot.

By-Laws relating to the Common Property

- 4 Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 5 A proprietor, occupier, or other resident of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or resident of another lot or to any person lawfully using common property.
- 6 A proprietor, occupier or other resident of a lot must not:
 - (1) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
 - (2) invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier;
 - (3) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
 - (4) use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
 - (5) use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order; or
 - (6) use any part of the common property in breach of any rules prescribed by the strata company.
- 7 The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.
- 8 **Strata Company determinations**
 - (1) The strata company may, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme, and provided that the determination is otherwise in accordance with all requirements of all relevant authorities, determine that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) A proprietor or occupier of a lot must comply with a determination referred to in by-law 8(1).

9 Affixing or altering external surface of a lot

Notwithstanding any other by-law, a proprietor of a lot must not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot unless it is of a standard in keeping with a high class residential development and has been approved by the council.

10 Compliance with easements

A proprietor occupier or other resident of a lot must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.

11 Fitout and Alterations to a lot

- (1) A proprietor, occupier or other resident of a lot must not undertake any building works within or about or relating to that lot unless:
- (a) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the secretary of the strata company; and
 - (b) the works are undertaken:
 - (i) strictly in accordance with the permits, approvals and consents referred to in paragraph (a); and
 - (ii) with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.
- (2) A proprietor, occupier or other resident of a lot must not undertake any building works within or about or relating to that lot until the proprietor of the lot:
- (a) submits to the strata company plans and specifications of any proposed works which affect:
 - (i) the external appearance of the building; or
 - (ii) the common property; or
 - (iii) the building structure or services; or
 - (iv) the fire or acoustic ratings of any component of the building;
 - (b) supplies to the strata company any further particulars of those proposed works as the strata company may reasonably request to enable the strata company to be reasonably satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the total building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
 - (c) receives written approval for those works from the strata company, which approval must not to be unreasonably withheld, but which approval may

- be given subject to the condition that the reasonable costs of the strata company's approval must be paid by the proprietor of the relevant lot; and
- (d) pays the costs referred to in paragraph (c) to the strata company.
- (3) The proprietor of a lot must ensure that:
- (a) the proprietor and the proprietor's employees, agents and contractors undertaking any building works comply with the proper and reasonable directions of the strata company concerning the method of building operations, means of access, use of common areas, on-site management, building protection and hours of work; and
- (b) the proprietor's employees, agents and contractors are supervised in the carrying out of the works so as to minimise any damage to or dirtying of the common property and the services in the common property.
- (4) The proprietor of a lot must ensure that the proprietor and the proprietor's employees, agents and contractors undertaking any building works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front, side or rear of the building;
- (b) scaffolding must not be erected on the common property or the exterior of the building;
- (c) construction work times must comply with the local laws of the City of Fremantle;
- (d) the exterior and common property of the building must at all times be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- (5) Before the proprietor of a lot commences any building works, the proprietor must:
- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the strata company; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the strata company.
- (6) Access will not be available to other lots or common property for the installation and maintenance of services and associated building works without the prior written consent or licence of the proprietor of the relevant lot or of the strata company in the case of common property.
- (7) The proprietor of a lot must immediately make good all damage to and dirtying of the building, the common property or the services in the building which are caused by building works to that proprietor's lot and, if the proprietor of that lot fails to

immediately do so, the strata company may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor must promptly pay to the strata company any costs or liabilities incurred by the strata company in making good the damage or dirtying.

12 Security Keys

- (a) A proprietor, occupier or other resident of a lot acknowledges and agrees that particular common areas in the buildings will have restricted access and will not be accessible by all proprietors, occupiers or other residents, as reasonably determined by the strata company.
- (b) The strata company will provide each proprietor of a lot, a security key or access device (**Security Key**) to enable the proprietor to access restricted areas in the buildings which that proprietor is permitted by the strata company to access.
- (c) The strata company may charge a reasonable fee for any additional Security Key required by a proprietor.
- (d) A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier or other resident of that proprietor's lot and must use all reasonable endeavours, including an appropriate stipulation in any lease or licence of that lot, to ensure the return of the Security Key to the proprietor or the strata company.
- (e) A proprietor of a lot in possession of a Security Key must not without the strata company's prior written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor and is not disposed of otherwise than by return to the strata company.
- (f) A proprietor of a lot must promptly notify the strata company if a Security Key is lost or destroyed.

13 Alarm Systems

A proprietor, occupier or other resident of a lot must not install or cause to be installed a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).

14 CCTV Security System - Shared Facility

The CCTV security system for the Building (**CCTV Security System**) is a shared facility for the benefit of a proprietor, occupier or other resident of a lot.

15 Access to CCTV Footage

- (a) The CCTV Security System is intended to monitor public spaces within the building, including the ground floor lobby, basement car park entry and basement car park and will be managed by the strata company.

- (b) The building manager, appointed and employed by the strata company (**Building Manager**), may review CCTV footage for the purpose of monitoring the public areas referred to in by-law 15(a).
- (c) The strata company may access the building's communications room (**Communications Room**) from time to time to view the CCTV footage.
- (d) A proprietor, occupier or other resident of a lot are not permitted to access the Communications Room to review CCTV footage without the prior consent of the strata manager (such consent must not be unreasonably withheld if the matter relates to the security of the building).
- (e) The strata manager must make prior arrangements with the Building Manager for a proprietor, occupier or other resident of a lot to access the Communications Room to review CCTV footage prior to the strata manager consenting to a proprietor, occupier or other resident of a lot accessing the Communications Room to review CCTV footage under by-law 15(d).

16 CCTV Footage

Notwithstanding by-laws 14, 15 and 16, the strata company must ensure:

- (a) the CCTV System footage is operational 24 hours a day, 7 days a week;
- (b) the CCTV System footage is stored and retained for at least 30 days after recording; and
- (c) that the strata company staff do not delete the CCTV System footage within the 30 day period referred to in by-laws 16(b).

17 Solar PV Panels

- (a) If the original proprietor installs solar photovoltaic panels and associated apparatus on the roof of the building that includes mounting fixtures, wires pipes and ducts (**PV Systems**), the PV Systems:
 - (i) will form part of the common property;
 - (ii) will be connected to the electrical system of the common property;
 - (iii) will only service the common property; and
 - (iv) will be cleaned, repaired and maintained by the strata company, at the strata company's cost, using only suitably qualified tradesmen to clean, repair, maintain and if necessary, replace the PV Systems.
- (b) The proprietor of a lot is not permitted at any time to access the roof or interfere with any PV Systems.

18 Recreational facilities

- (1) In these by-laws **Lots** mean all lots, other than a commercial lot.
- (2) The council may make rules regarding the use of any recreational facilities that may be situated on the common property, for example any common landscaped area (**Recreational Facilities**).

- (3) A proprietor, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the proprietor, occupier or other resident, must at all times comply with the rules made from time to time by the council in relation to the Recreational Facilities.
- (4) The Recreational Facilities may only be used by:
 - (a) a proprietor, occupier or other resident of a lot; and
 - (b) a guest or visitor of a proprietor, occupier or other resident of a Lot, provided that they are accompanied by that proprietor, occupier or other resident.
- (5) The rules made by the council in relation to the use of the Recreational Facilities may include the following rules:
 - (a) children under the age of 16 years of age may use the Recreational Facilities only if accompanied and supervised by an adult;
 - (b) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Recreational Facilities (except for the barbeque and pavilion areas);
 - (c) running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;
 - (d) all users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse;
 - (e) a maximum of 2 guests or visitors of a proprietor, occupier or other resident of a Lot are permitted to use the Recreational Facilities at any one time;
 - (f) all users use the Recreational Facilities at their own risk and must be responsible for their own safety;
 - (g) all users must be appropriately attired whilst using the Recreational Facilities;
 - (h) all users must wear footwear to and from and while using the other Recreational Facilities; and
 - (i) the Recreational Facilities may only be used between the hours of 7.30am and 10.00pm or any other times specified by the strata company.

19 Parking areas

- (1) The council may make rules regarding the use of the car parking bays on the common property.
- (2) A proprietor, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the proprietor, occupier or other resident, must at all times comply with the rules made from time

to time by the council in relation to the use of the car parking bays on the common property.

- (3) For the purposes of this by-law, the council may place signs designating the car parking bays in the common property regarding the use of those bays.
- (4) A proprietor, occupier or other resident of a lot must:
 - (a) keep any car parking bay situated on that proprietor, occupier or other resident's lot in a tidy condition and free from rubbish; and
 - (b) allow the strata company access to any car parking bay to enable the strata company to undertake any cleaning required by the strata company at the proprietor, occupier or other resident's cost where the proprietor, occupier or other resident has not complied with a notice from the strata company requiring the proprietor, occupier or other resident to clean the car parking bay within 28 days of receiving the notice from the strata company.
- (5) A proprietor, occupier or other resident of a lot acknowledges that there may be car parking bays on the common property designated by the council as visitor car bays which must not be used at any time by a proprietor, occupier or other resident of a lot.
- (6) A proprietor, occupier or other resident of a lot must not at any time:
 - (a) park, stand or keep (including on a temporary basis) a boat or other motorised water craft, including a jet ski (**Water Craft**):
 - (i) on any car parking bay situated on the common property;
 - (ii) on any car parking bay situated on a lot or on any other part of a lot; and
 - (b) bring Water Craft into any car parking area in the Latitude Leighton Beach development.

20 Access over Lots for maintenance of Plant and Equipment

- (1) In this by-law:

Plant and Equipment means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.

Plant and Equipment Lot means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.

- (2) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that Lot:

- (a) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - (b) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
 - (c) causes as little disruption and inconvenience as is possible in the circumstances.
- (3) The proprietor, occupier or other resident of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.
- (4) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
 - (a) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
 - (b) accesses the Plant and Equipment at a reasonable time; and
 - (c) causes as little disruption and inconvenience as is possible in the circumstances.

21 Screens on balconies

- (1) In this by-law, **Screen Lot** means a lot which contains a fixed or moving screen.
- (2) A proprietor, occupier or other resident of a Screen Lot must not reduce the existing number of, or alter the screens on that Screen Lot as at the date of registration of the strata plan.
- (3) The strata company may elect to be responsible for the cleaning, repair and maintenance of the screens on a Screen Lot.
- (4) If the strata company elects to be responsible for the cleaning, repair and maintenance of the screens on a Screen Lot, the proprietor or occupier or other resident of a Screen Lot must permit the strata company and its appointed contractor access to the Screen Lot to clean, repair and maintain the screens on that Screen Lot, provided that:
 - (a) the strata company or the appointed contractor gives the proprietor, occupier or other resident of the Screen Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - (b) access to the Screen Lot is at a reasonable time (except in the case of an emergency); and

- (c) the strata company and the appointed contractor cause as little disruption and inconvenience as is possible in the circumstances.

22 Pets

(1) Definitions

In this by-law:

Building means the building the subject of the strata plan;

Excluded Dog means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1976*.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilograms in weight; and
- (b) is not an Excluded Dog;

(2) Permitted animals

- (a) A proprietor, or occupier of a lot may keep without the consent of the strata company:
 - (i) fish in an enclosed aquarium;
 - (ii) 1 caged bird; and
 - (iii) 1 Small Dog or 1 cat.
- (b) A proprietor or occupier of a lot must obtain the prior written consent of the council before that proprietor or occupier keeps:
 - (i) any other type of animal including a dog which is not a Small Dog; or
 - (ii) more than 1 dog or cat at the same time.

- (c) If a proprietor or occupier of a lot keeps an animal, then the proprietor or occupier:
- (i) must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;
 - (ii) must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot, and must not at any time be washed on the common property;
 - (iii) must ensure that, when in or on any other part of the common property, the animal is at all times carried by the proprietor or occupier;
 - (iv) is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:
 - (A) any noise which is disturbing to an extent which is unreasonable;
 - (B) for damage to or loss of property or injury to any person caused by the animal;
 - (v) is responsible for cleaning up after the animal if the animal has used any part of another lot or any other part of the common property; and
 - (vi) must ensure that the animal is not at any time kept on a balcony when the proprietor or occupier of a lot is not at home.
- (d) This by-law:
- (i) applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
 - (ii) does not prevent the keeping of a dog used as a guide or hearing dog.
- (e) Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:
- (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) damage to or loss of property or injury to any person; or
 - (iii) sand to be brought onto common property, or otherwise leaves the common property in a dirty or untidy condition after the animal has visited the beach.

- (f) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph (e), will entitle the strata company to require the immediate removal of the animal from the Building.

23 Storage of bicycles

A proprietor, occupier or other resident of a lot must not:

- (1) permit any bicycle to be stored in the common property other than in the bicycle racks on a temporary basis; and
- (2) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the council from time to time.

24 Installation of BBQ on lot

The lots do not include a gas connection point and a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a BBQ which requires a gas connection point.

25 Storerooms in basement

- (1) The strata company may specify the material or materials to be used for the enclosing of storerooms located in the basement of the building.
- (2) A proprietor, occupier or other resident of a lot must only enclose the storerooms with materials specified by the strata company under by-law 25(1) and must not enclose the storerooms up to a height of 2.1 metres or such other height approved by the strata company.
- (3) A proprietor, occupier or other resident of a lot must not store any explosive or dangerous chemicals within the storerooms and must not allow any sharp or dangerous items to protrude from the storerooms.
- (4) A proprietor, occupier or other resident of a lot must ensure that its storeroom is kept locked and secure and carry out any maintenance required to the storeroom.

26 Planter Boxes

- (a) An owner, occupier or other resident of a lot which contains a planter box adjacent to the lot acknowledges and agrees that the planter box will be maintained by the strata company.
- (b) If a lot contains a planter box that is not accessible from any common areas, the owner, occupier or other resident of that lot must maintain the planter box, at their cost.

27 Wall mounted television screens and audio equipment

If a proprietor, occupier or other resident of a lot installs:

- (1) a plasma, LCD or other television panel or screen (**Television Screen**); or
- (2) a surround sound or home theatre system which includes a speaker system (**Audio Equipment**),

on a wall which is immediately adjacent to another lot, that proprietor, occupier or other resident must ensure that the Television Screen or Audio Equipment is mounted or installed taking into account the acoustic integrity of the lot so that noise is not transmitted from one lot to another in a manner:

- (3) which causes disturbance; or
- (4) which may interfere with the peace, quiet and comfort of any other proprietor, occupier or resident of a lot.

28 Dispute Resolution

- (1) In the event of a dispute arising between the strata company and a proprietor, or between 2 or more proprietors, the dispute will be resolved by referring the dispute to an appropriate expert for determination, in accordance with the following guidelines:
 - (a) if the dispute concerns legal issues, the dispute will be referred to a suitably qualified legal practitioner;
 - (b) if the dispute concerns monetary or financial issues, the dispute will be referred to a suitably qualified accountant;
 - (c) if the dispute concerns the design of improvements, the dispute will be referred to a suitably qualified architect; and
 - (d) if the dispute concerns the structure of improvements, the dispute will be referred to a suitably qualified engineer.
- (2) If the parties cannot agree on the appropriate expert to which the dispute is to be referred within 10 business days of the dispute arising, the expert will be appointed by the President of the Law Society of Western Australia.
- (3) The decision of the expert will be final and binding on the parties to the dispute and the parties to the dispute will pay the costs of the expert equally.

29 Gas

- (1) A proprietor, occupier or other resident of a lot acknowledges that there will be one main gas meter, provided by the gas supplier, installed for the development on the strata plan.
- (2) The strata company will:
 - (a) arrange for the gas meters to be read on a regular basis; and

- (b) require the proprietor of a lot to pay a proportion of the gas consumed charged in accordance with the main gas meter, apportioned on the basis of the lot unit entitlement.

30 Electricity sub-meters

A proprietor, occupier or other resident of a lot acknowledges that:

- (1) the strata company may enter into electricity contracts for the supply of electricity to the building and on-charge electricity costs to the proprietor, occupier or other resident via sub meters (with the charges to be collected, if required by the strata company, in the same manner that the strata company collects strata levies); and
- (2) a proprietor, occupier or other resident may not be able to make separate arrangements in relation the supply of electricity for a lot.

31 Obligation to notify defects in services

A proprietor, occupier, other resident or tenant shall give the strata company or its managing agent prompt written notice of any damage to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in their lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they are deemed necessary for the safety and preservation of the building, services and occupants.

Additional By-laws relating to tenants

32 Leasing of Lots

Prior to the leasing of a lot and before the commencement date of any such lease, the proprietor shall:

- (a) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (b) provide the lessee with a copy of the strata company by-laws; and
- (c) comply with all laws.

33 Tenant's occupiers to be bound by these by-laws

A proprietor, occupier, resident or other invitee of a proprietor, occupier or resident, including without limiting the generality of the term, any lessee or licensee of the proprietor, occupier or other resident shall be bound by these by-laws.



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Part 2 – By-laws of Significance

☒ I / ☐ We⁴ acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be 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-laws⁵:

**By-law under planning
(scheme by-laws) condition⁶:**

Exclusive use by-laws⁷:

Governance by-laws 19 and 20

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁸:

Leasehold by-laws⁹:

⁴ Select one.

⁵ Refer *Strata Titles Act 1985* section 42.

⁶ Refer *Strata Titles Act 1985* section 22.

⁷ Refer *Strata Titles Act 1985* section 43.

⁸ Refer *Strata Titles Act 1985* section 20.

⁹ Refer *Strata Titles Act 1985* section 40.





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Part 3 – Accompanying documents

- ☐ **Consent Statement – Designated Interest¹⁰ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ **Consent of the Owner of the Leasehold Scheme¹¹ to leasehold by-laws or staged subdivision by-laws**
- ☒ **Written consent of owner of each lot granted exclusive use (owners of special lots)**
- ☐ **Approval of WAPC to making of leasehold by-law providing for postponement of the expiry day for the scheme**

¹⁰ Refer to section 3(1) of the Act for the meaning of designated interest.

¹¹ Owner of the leasehold scheme has the meaning in section 3(1) of the Act.



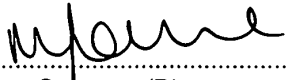
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Part 4 – Execution

Date of Execution: 21 AUG 2020

(To be signed by each Applicant)

Executed by Mirvac (WA) Pty Ltd ACN 095 901 769 in accordance with section 127 of the Corporations Act 2001 (Cth):


.....
Company Secretary/~~Director~~
Michelle Favelle

.....
Name of Company Secretary/~~Director~~ (print)

See above.

.....
Signature

.....
Full Name

In the presence of:

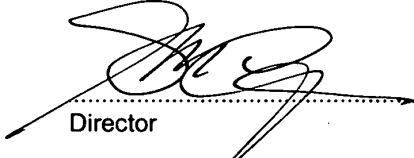
N/A

.....
Witness Signature

.....
Full Name

.....
Address

.....
Occupation


.....
Director
Shane Michael Gannon

.....
Name of Director (print)

See above.

.....
Signature

.....
Full Name

In the presence of:

N/A

.....
Witness Signature

.....
Full Name

.....
Address

.....
Occupation