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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.



EXAMINED

FORM 25

Attachment 3 (2 of 2)

Strata Titles Act 1985

Section 5C(1)

STRATA PLAN No. 68419

MANAGEMENT STATEMENT

Name of original proprietors of land the subject of the plan:

PERRY LAKES NO 229 PTY LTD (ACN 165 359 188)

Description of parcel the subject of the plan:

The land on Lot 229 on Deposited Plan 73849 the whole of the land comprised in Certificate of Title Volume 2806 Folio 343.

This management statement lodged or to be lodged with a strata plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedule 1 and/or Schedule 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

1. The Schedule 1 by-laws are amended, repealed, or added to as follows:
 - (a) repeal by-law 4(11) and adopt a new By-Law 4(11) as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws;
 - (b) add By-Law 5(10) as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws; and
 - (c) add By-Laws 16 to 30 as set out in Schedule 1 of this Attachment to the Schedule 1 By-Laws.
2. The Schedule 2 by-laws are amended, repealed or added to as follows:
 - (a) repeal the Schedule 2 by-laws and adopt By-Laws 1 to 22 as set out in Schedule 2 of this Attachment in their place.

Schedule 1 By-Laws

4. (11) If the Council consists of:
 - (a) 1 member, that member;
 - (b) 2 members, 2 of them;
 - (c) 3 or 4 members, 2 of them;
 - (d) 5 or 6 members, 3 of them; or
 - (e) 7 members, 4 of them,

will constitute a quorum for a Council meeting.

5. (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 AGM of the Strata Company as the sole member of the 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.

16. Council's Powers to Appoint Advisers, Agents and Employees

16.1 Subject to sub-by-law 16.2, the Council may:

- (a) on behalf of the Strata Company, by instrument in writing, employ solicitors, agents, 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
- (b) delegate to one or more of its members or to any of the other persons referred to in sub-by-law 16.1(a) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16.2 Notwithstanding any other By-Law, 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.

16.3 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 Strata Manager considers properly qualified and experienced in the management and operation of properties similar to the building within the Scheme.

16.4 To the extent that the Schedule 1 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.

16.5 The Council must:

- (a) appoint a Strata Manager under By-Law 16.2 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.

16.6 Prior to the appointment of the Strata Manager the Council members must confirm that the Strata Manager:

- (a) operates a trust account where the funds of the Strata Company will be deposited;
- (b) has in place current professional indemnity insurance; and
- (c) is a member of the Strata Titles Institute of W.A.

17. Exclusive Use of Common Property - Signs by Original Proprietor

17.1 In addition to the rights of the Original Proprietor under any other By-Law and notwithstanding any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:

- (a) the special privilege of installing and keeping Signs on Common Property advertising Residential Lots for sale or lease;
- (b) the exclusive use of the Common Property cubic space occupied by such Signs; and
- (c) the special privilege of installing and keeping Signs on the balconies of Residential Lots advertising those Residential Lots for sale or lease.

18. Use of Lots

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

18.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:

- (a) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- (b) for the keeping of any animal subject to section 42(15) of the Act and Schedule 1, By-Law 27; and
- (c) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Residential Lots within the Scheme.

- 18.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 18.4 Despite By-Law 18.1, a Proprietor of a Residential Lot may grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months.
- 18.5 Despite By-Law 18.1, the Original Proprietor may use any Residential Lot owned by the Original Proprietor for the purposes of conducting business, display and marketing to prospective purchasers of that Residential Lot or other Residential Lots within the Scheme.
- 18.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
- (a) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (b) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (c) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement; and
 - (d) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 18.6(d).
- 18.7 A Proprietor or occupier of a Residential Lot may not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Residential Lot or on any part of the Common Property in addition to any Air-Conditioning System installed and servicing the Residential Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**). A Proprietor or occupier of a Residential Lot may, however, 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 is generally the same size and configuration, as the Existing Air-Conditioning System.
- 18.8 A Proprietor and occupier of a Residential Lot must, in relation to the Residential Lot and the Scheme as a whole:
- (a) effect and maintain with insurers approved by the Strata Company:
 - (i) adequate contents insurance; and
 - (ii) 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;

- (b) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (c) not permit any contractors to carry out any works in relation to the Residential Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

19. Acknowledgements and Obligations - Car Bays

- 19.1 No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any entity who is not a Proprietor or occupier of a Residential Lot within the Scheme.
- 19.2 The Strata Company may prepare and enter into a parking management plan with the Town of Cambridge governing the use of the car bays, including tandem car bays within the Scheme, and any other matters relating to the use and enjoyment of the car bays within the Scheme. The Proprietors and occupiers must comply with any parking management plan applicable to the Scheme from time to time.
- 19.3 The Strata Company must, and the Proprietors and occupiers of all Residential Lots acknowledge and agree that the Strata Company must, set aside at least 7 car bays located on and forming part of the Common Property exclusively for the use as visitors car parking (**Visitor Car Parking Bays**) and the Strata Company must ensure that the Visitor Car Parking Bays are marked or signed as such at all times.
- 19.4 The Proprietors and occupiers of the Residential Lots acknowledge and agree that they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Parking Bays at any time.
- 19.5 The Council may make rules regarding the use of the Visitor Car Parking Bays and car parking bays on the Common Property.
- 19.6 A Proprietor, occupier or other resident of a Residential 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.
- 19.7 For the purposes of this By-Law, the Council may place signs designating car parking bays in the Common Property regarding the use of those bays.
- 19.8 A Proprietor, occupier or other resident of a Residential 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 resident to clean the car parking bay within 28 days of receiving the notice from the Strata Company.
- 19.9 A Proprietor, occupier or other resident of a Residential Lot must not at any time park, stand or keep (including on a temporary basis) a truck, trailer, machinery, boat or other water craft, including a jet ski on any Visitor Car Parking Bay.

20. Appearance of Lot

- 20.1 A Proprietor, occupier or other resident of a Residential Lot shall not, without the written consent of the Strata Company maintain within the Residential Lot anything visible from outside the Residential Lot that, viewed from outside the Residential Lot, is not in keeping with the rest of the building within the Scheme.

21. Penalty - Breach of By-Laws

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

22. Alternative Solution

- 22.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 22.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 22.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (a) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (b) formulating an Alternative Solution which:
 - (i) complies with the Performance Requirements; or
 - (ii) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (c) a combination of paragraphs (a) and (b) above.
- 22.4 The Original Proprietor may adopt or be required to adopt Alternative Solutions by the Local Government from time to time.
- 22.5 **WARNING:** By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Residential Lots may be greater than under a BCA Deemed to Satisfy design.
- 22.6 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 22.
- 22.7 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 22.
- 22.8 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.
- 22.9 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Residential 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.

22.10 In this By-Law 22, 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.

23. Essential Services to be Inspected or tested

23.1 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.

23.2 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 Hydrants and Fire Hose Reels	BCA E1.3, AS 2419.1	To AS 1851-2012
Emergency and Intercommunications Systems Maintenance where installed	BCA Part E4.9, AS 1670.4	Monthly
Fire doors (including signs)	BCA Spec C3.4, AS 1905.1	To AS 1851-2012
Smoke doors	BCA Spec C3, 4	Monthly to AS 1851-2005 equivalent
Exit Doors Exit	BCA Section 0	3 monthly inspections to confirm exit doors are intact, operational and fitted with conforming hardware.
Paths of travel to exits	BCA Section 0	3 monthly inspections to confirm travel paths are intact
Emergency Lighting	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Exit Signs	BCA Part E4, AS 2293.1	6 monthly to AS 2293.2
Fire Extinguishers (portable)	BCA E1.6, AS 2444	To AS 1851-2012
Fire Hose Reels	BCA E1.4	To AS 1851-2012
Fire indices for materials	BCA C1, 10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual inspection
Penetrations in fire-rated and smoke rated structures	BCA Part C3	Annual Inspection
Fire service diesel ignition pump set	AS 2124	Monthly inspection and testing
Fuel load in the entry lobby		3 monthly inspection

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Car park fire sprinklers	AS 2118	Monthly inspection and testing
Fire and domestic backflow assemblies		Annual inspection and testing
Domestic water pressure system	AS 2124	3 monthly inspection and testing
MECHANICAL SERVICES TO BE INSPECTED AND TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Condensers	AS/NZS 1668.1, AS 1668.2-2012, ARI, AREMA, AS/NZS 1677.1, AS/NZS 1677.2, AIRAH DA19	Monthly for casing, wiring, insulation, drains, unit operation, noise/vibration issues. Six monthly for coils, controls and valves. Yearly for air temp. All to AIRAH DA19
Ductwork	AS/NZS4254, AIRAH DA19	Inspect ductwork and all associated components (including hangers) every 12 months. Ongoing observation for air leaks, flex, corrosion etc all to AIRAH DA19
Pipework	AS/NZS 1668.1, AS 1668.2-2012, AS/NZS 3666, AIRAH DA19	Monthly for leaks and 12 months for insulation, hangers and brackets to AIRAH DA19
Impulse Fans	AS/NZS 1668.1, AS 1668.2-2002, AS/NZS 3666, AIRAH DA19	Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts Monthly to AIRAH DA19
Fans	AS/NZS 1668.1, AS 1668.2-2012, AS/NZS 3666, AIRAH DA19	Check belt tension, drive, drive shaft, operation, vibration, noise, overheating and mounts Monthly to AIRAH DA19
Air Filters	AS/NZS 1668.1, AS 1668.2-2012, AS1324.1, AS1324.2, AIRAH DA19	Inspect filters and determine if maintenance is required monthly to AIRAH DA19
MSSB	AS/NZS 1668.1, AS 1668.2-2012, AIRAH DA19	Monthly for physical damage, operation of each item, condition of all conduits, switches, lights etc. 3months check for meters & control switches. Yearly for all fuses,

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
		connections to motors/equipment etc, conduit fixings, examinations of switches, panel seals etc, vacuuming, test operation. All to AIRAH DA19
Sensors	AS/NZS 1668.1, AS 1668.2-2012, AIRAH DA19	Check physical damage, location and operation three Monthly to AIRAH DA19
Dampers	AS/NZS 1668.1, AS/NZS 1668.2-2012, AIRAH DA19	Inspect and Clean Dampers annually to AIRAH DA19
OTHER SERVICE/MAINTENANCE TO BE PERFORMED		NATURE AND FREQUENCY
Timber Cladding		Re-apply oil following manufacturers specifications. Initially 6 months after installation. Following this, at 12 month intervals.
Reticulation System		To be checked and maintained for operation. Make repairs and adjustments to irrigation system as needed. Watering to be carried out in accordance with current Water Corporation guidelines and restrictions, except where an exemption has been obtained.
Roof Gutters		To be cleaned every 6 months
Soak wells		To be inspected every 6 months and emptied when required.
Linear drains in paving		To be inspected every 3 months for maintenance and cleaning.
External paving areas		To be swept regularly and at least annually.

LIFTS

Equipment	Inspection/Test	Relevant Clause in AS 1735	Frequency in Years
Governor	Clean, lubricate and check for free operation, inspect jaws and sheave for wear.	8.1.3.1	5
	Test pull through	8.1.3.2	5
	Check electrical and mechanical trip	8.1.3	1
Safety Gear (all types)	Clean, lubricate and check for free operation	8.1.4	1
	Check activation force	8.1.4	5
	Inspect the wedge size and wear (if applicable) against design standard and tolerance	8.1.4	1
Safety gear (Type A)	Carry out no load test on safety gear, manually trip governor, at rated speed	8.1.5.1	1
Safety gear (Types B, C and D)	Carry out no load test on safety gear, manually trip governor, at inspection speed.**	8.1.5.2(a)	1
Safety gear (Types C and D)	Carry out performance test.**	8.1.5.2(b)	10
Safety gear (broken suspension operated type)	Carry out test on safety gear in accordance with Clause 5.7.2 expect that the car shall be without load.	8.1.7	1
	Carry out full load test on safety gear in accordance with clause 5.7.4 to demonstrate the stopping capabilities of the safety gear.	8.1.7	5
Safety gear (safety rope operated type)	Carry out test on safety gear in accordance with Clause 5.8 expect that the car shall be without load.	8.1.8	1
	Carry out full load test on safety gear in accordance with clause 5.8 to demonstrate the stopping capabilities of the safety gear.	8.1.8	5
Oil buffers	Check integrity and operation on empty car at inspection speed	8.1.6	1
Rail	Check condition visually for contamination	8.1.2	1
Rope	Check condition as per Appendix B of AS 1735.2	-	1

**The break tests as set out in Appendices A, C and E of AS 1735 need be carried out before safety gear and load tests.

24. Administrative Expense Contributions Varied

- 24.1 As provided in section 36 of the Act, the Strata Company must 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 Residential Lots; or
 - (b) in any other manner permitted under the By-Laws and the Act from time to time.
- 24.2 The Strata Company may raise the contributions levied pursuant to section 36(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 Residential 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 and equipment is apportioned between those Residential 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 Residential Lots bears to the total unit entitlements for all of those Residential Lots.
- 24.3 The Strata Company may:
- (a) establish a reserve fund in accordance with section 36(2) of the Act;
 - (b) determine the amount to be raised for the reserve fund being not less 0.25% of the insured value of the strata buildings in the Scheme per annum; and
 - (c) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the Proprietors in proportion to the unit entitlement of their respective Residential Lots.

25. Dispute Resolution

25.1 No Proceeding

A Proprietor in dispute with another Proprietor or the Strata Company must not make an application to the State Administrative Tribunal for relief under the Act or start any other court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute (**Dispute**) unless it has first complied with this By-Law 25.

25.2 Notice of Dispute

- (a) A party claiming that a Dispute has arisen must give each other party to the Dispute a notice explaining the nature of the Dispute (**Dispute Notice**);
- (b) Each party must then, within five (5) Business Days after the Dispute Notice is given:

- (i) prepare, and exchange with the other party, a brief statement setting out the party's position on the Dispute and its reasons for adopting that position; and
- (ii) give to the other party any information that the other party may reasonably require to determine the issues relevant to the Dispute.

25.3 Best Efforts to Resolve Dispute

Each party to the Dispute (**Disputant**) must use their best efforts to resolve the Dispute within five (5) Business Days after the notice is given under sub-bylaw 25.2 (or any longer period agreed by the Disputants) (**Initial Period**).

25.4 Referral to Mediation

- (a) If the Disputants cannot resolve the Dispute within the Initial Period, the Dispute must be referred to mediation, where each Disputant must use their best efforts to resolve the Dispute within 10 Business Days after the Dispute is referred to them.
- (b) The mediation must be conducted by a mediator independent of the parties appointed by agreement of the parties or, failing agreement within 5 Business Days after expiry of the Initial Period, by a person appointed by the Chair of The Institute of Arbitrators and Mediators Australia Ltd (**IAMA**) or his or her nominee.
- (c) The rules of IAMA for the mediation of commercial disputes will apply to the mediation.
- (d) It is a condition precedent to the right of a party to litigate any Dispute that it has first complied with the mediation process set out in this clause.

26. Strata Company Insurance

26.1 The Strata Company will at all times ensure that an insurance policy in accordance with the Act is in the name of the Strata Company and is current together with any other insurance policy which the Strata Company may decide to be necessary from time to time.

27. Animals

27.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Residential Lot without the prior written consent of the Council.

27.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.

27.3 A Proprietor or occupier may keep:

- (a) Fish in an aquarium;
- (b) One caged bird;
- (c) One Acceptable Dog; or
- (d) One cat.

- 27.4 A proprietor must not keep an Excluded Dog.
- 27.5 A Proprietor or occupier must obtain written prior consent of the Council before it keeps:
- (a) Any type of dog that is not an Acceptable Dog;
 - (b) More than one dog or cat at the same time.
- 27.6 A Proprietor or occupier granted consent under sub-bylaw 27.2:
- (a) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
 - (b) may only enter upon the Common Property with the animal for the purposes of access and egress to its Residential Lot;
 - (c) is responsible for the health, hygiene, control and supervision of the animal; and
 - (d) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of the Scheme by other Proprietors.
- 27.7 The Strata Company may serve a notice on a Proprietor or occupier of a Residential Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.
- 27.8 A Proprietor or occupier that fails to comply with a notice issued under sub-bylaw 28.4 must immediately remove the animal from the Residential Lot.

28. Prohibition On Smoking

- 28.1 No Proprietor, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of Common Property.
- 28.2 All Proprietors, occupiers and Invitees must:
- (a) Take all reasonable action to ensure that any smoking does not disturb other Proprietors; and
 - (b) comply with any Laws or regulations in relation to smoking in any areas of the Scheme.

29. Definitions

- 29.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:
- (a) **Act** means the Strata Titles Act 1985 (WA) and references to sections are references to sections of the Act;
 - (b) **AGM** means an annual general meeting of the Strata Company;
 - (c) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;

- (d) **Acceptable Dog** means any dog which:
 - (i) Is of a breed and size which is suitable to be kept as a domestic pet in a residential complex; and
 - (ii) Is not an Excluded Dog.
- (e) **By-Law** means a by-law of the Strata Company and a reference to a sub-law will also mean a by-law of the Strata Company;
- (f) **Common Property** means all that part of the Strata Plan that is not a Residential Lot or part of a Residential Lot on the Strata Plan;
- (g) **Council** means the Strata Company's council of owners;
- (h) **Excluded Dog** means each of:
 - (i) A pitbull terrier;
 - (ii) An American pitbull terrier;
 - (iii) A dogo argentine;
 - (iv) A feni breazileiro;
 - (v) A Japanese toza;
 - (vi) Any other outcross;
 - (vii) Any dog prohibited from importation into Australia by the Commonwealth Government of Australia;
 - (viii) An unregistered dog or dangerous dog under the Dog Act 1976,

where the context permits anyone or more of them.

- (i) **Facade** means the external face or elevation of the building within the Scheme;
- (j) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Residential Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
- (k) **Land** means the land on which the Strata Scheme is situated;
- (l) **Local Government** means the Local Government within whose area the Land is situated;
- (m) **Lot** has the meaning set out in the Act;
- (n) **Management Agreement** means the agreement made between the Strata Company and the Strata Manager;
- (o) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
- (p) **Proprietor** means the person who is for the time being registered under the Transfer of Land Act 1893 as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (q) **Residential Lot** means any of Lots 01 to 27 which are intended solely for occupation as a residence;

- (r) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments 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;
- (s) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (t) **Sign** includes any sign located on a Residential Lot or Common Property, together with all fixings and supports necessary for the sign's safe installation;
- (u) **Strata Company** means The Owners of Empire East, Perry Lakes Lot 229 Strata Plan Number 68419 constituted pursuant to section 32 of the Act which comes into force on registration of the Strata Plan;
- (v) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3) of the Act;
- (w) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (x) **Strata Plan** means the strata plan to which these By-Laws apply;
- (y) **Structure** includes any improvement erected in accordance with Section 7 of the Act;
- (z) **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;
- (aa) **Waste Management Plan for Lot 229 Empire Perry Lakes** means the Refuse Storage and Refuse Collection Management Plan required by the Western Australia Planning Commission attached at Annexure A.

30. Interpretation

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

- (a) Reference to any statute or statutory provision includes a reference to:
 - (i) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
 - (ii) all statutory instruments or orders made pursuant to it.
- (b) Words denoting the singular number shall include the plural and vice versa.
- (c) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

- (d) A reference to a person includes a natural person and an incorporated entity.
- (e) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (f) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

Schedule 2 By-Laws

1. The Strata Company, must at all times:
 - (a) maintain the road verges directly abutting the Scheme in a neat and tidy condition; and
 - (b) maintain the common gardened areas in accordance with bylaw 24 below and the Landscape and Reticulation Plan attached at Annexure B.

2. Refuse, Cleaning and Waste Management

- 2.1 Proprietors and occupiers must:
 - (a) comply with all By-Laws of the Local Government relating to the disposal of garbage;
 - (b) not deposit rubbish on Common Property or on their Residential Lot other than properly wrapped or otherwise sealed and, subject to Schedule 2 sub-bylaw 2.2, placed in garbage bins provided or approved by the Strata Company, or on any other Residential Lot.

- 2.2 The Strata Company must appoint a Strata Manager to manage the bin storage areas for the property. In accordance with the Waste Management Plan the Strata Manager or the Strata Manager's representative will be responsible for the following:
 - (a) Liaising with the Town of Cambridge to coordinate the collection days and time for the collection of garbage and recycling bins;
 - (b) Placing full bins along the kerbside one hour prior on the collection day and remove and return to the bin store one hour after collection;
 - (c) Managing the bins (8 in total – 5 general waste and 3 recycling bins) in the bin store throughout the week to ensure that each bin is full and does not exceed 70kg before the next bin is filled and wherever possible presenting full bins for collection;
 - (d) Reporting any required changes for bin collection methodology to the Town of Cambridge;
 - (e) Maintaining the bin stores in a neat and tidy manner;
 - (f) Maintaining kerbside collection areas in a neat and tidy manner;
 - (g) Washing and deodorising bins as required;

- (h) Remaining aware of collection schedules, the Town of Cambridge's waste collection procedures or other issues that may affect the provision of waste collection services;
- (i) Co-ordinating the placement of bulk waste at the nominated verge locations on bulk waste collection days;
- (j) Informing Proprietors of any waste and recycling related issues;
- (k) Promoting correct waste separation between the garbage and recycling bins with assistance of educational material provided by the Town of Cambridge;
- (l) Arranging a private contractor for landscaping and disposal of green waste during maintenance;
- (m) Following occupation of the Residential Lots, the review and update of the Waste Management Plan to reflect required improvements or changes in the Town of Cambridge's operating procedure;
- (n) The Strata Manager's representative regularly update an information sheet to be affixed at the entry to the bin store containing the following information:
 - a. Strata Manager and Strata Manager's representative contact details for any waste related issues;
 - b. Bin collection days and times, with a view to informing road users on collection days;
 - c. Waste types appropriate for each bin;
 - d. Web link for Town of Cambridge;
 - e. Information on types of waste allowed to be disposed of in general waste and recycling bins;
 - f. Information on temporary stacking of flattened surplus cardboard during times when the bins are full;
 - g. Notice that bulk rubbish, E-waste and other items are not stored in the bin store;
 - h. The next bulk collection period; and
 - i. A signup sheet for residents who may be interested in hiring a bulk collection skip bin, and
- (o) Any other issues that may be required by the Strata Company arising out of the Waste Management Plan.

2.3 The Strata Company may engage a representative who shall be responsible for the management, storage, placement and collection of bins as required under sub-bylaws 2.2 however, the Proprietors and occupiers acknowledge and agree that they are not released from their obligations in sub-bylaw 2.1 and, in particular, in the absence of an appointed representative, the Proprietors and occupiers must carry out the duties that would otherwise be performed by the representative.

2.4 The Strata Company's representative will be supplied with:

- (a) a high visibility vest to increase safety when using the residential vehicle access ramp to transport the bins to and from the kerbside; and
- (b) an appropriate security key to access the bin store area and to open and close the gate.

3. Alterations to Residential Lot

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

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

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

- (a) subject to By-Law 12, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Residential Lot intended for use as a car parking bay;
- (b) that no refuse, rubbish, trash or building materials are stored on or within any part of the Common Property;
- (c) that no security door or gate within the scheme remains open while the works are carried out;
- (d) 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;
- (e) that access to or egress from the Proprietor's Residential 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 Manager;
- (f) that no noxious or offensive activity be carried on upon its Residential Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Residential Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be

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used in the performance of the works during the hours specified in this sub-by-law 3.2(f);

- (g) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the Residential Lot; and
- (h) 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.

4. Use of Common Property - Conduct of Proprietors, Occupiers and Invitees

4.1 Proprietors and occupiers must:

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

4.2 Proprietors and occupiers must not:

- (a) use their Residential Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Residential Lot;
- (b) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Residential Lot or to any person lawfully using Common Property;
- (c) 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;
- (d) ride bicycles, skateboards or rollerblades or similar equipment on the Common Property;
- (e) make undue noise or allow undue noise to be made in or about any Residential Lot or Common Property;
- (f) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (g) damage Common Property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

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

- (a) 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 Residential Lot or any part of the Common Property;
- (b) maintain within its Residential Lot anything that is visible from the outside of the Residential Lot which is not in keeping with the amenity or reputation of the Scheme;
- (c) store any items in or upon the Common Property;
- (d) 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
- (e) transport any large object through or upon Common Property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the Common Property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

5. Safety and Security

5.1 Proprietors and occupiers must:

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

6. Floor Coverings

6.1 A Proprietor must ensure that all floor space within that Proprietor's Residential Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Residential Lots;

6.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane

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approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

7. Balconies

- 7.1 A Proprietor or occupier of a Residential Lot must not:
- (a) use any balcony other than for passive recreational pursuits directly related to the use to which the Residential Lot adjacent to the relevant balcony is put;
 - (b) place any white goods or other furniture on the balcony other than outdoor furniture;
 - (c) leave loose objects on the balcony and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Residential Lot if the balcony doors are left open;
 - (d) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony;
 - (e) hang any washing, bedding, clothing or other article on the balcony that is visible outside the Residential Lot.
- 7.2 Without limiting the effect of By-Law 18.7, a Proprietor or occupier of a Residential Lot may not install or permit to be installed any satellite dish, television aerial or other media or telecommunications device on a balcony or the walls or ceiling forming part of the balcony or on any location external to the Lot.
- 7.3 A Proprietor or occupier of a Residential Lot shall be responsible for all costs associated with any damage caused to the Residential Lot, the Scheme or to any other property of the Proprietor or occupier of the Residential Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Residential Lot.
- 7.4 The Proprietors and occupiers of a Residential 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:
- (a) the removal of lightweight furniture during storms; and
 - (b) the removal of planter boxes during storms.

8. Window Treatments

- 8.1 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:
- (a) hang window treatments in any Residential Lot which are visible from the outside of a Residential Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company and/or have a neutral and uniform coloured backing material; or

- (b) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the Residential Lot.

9. Floor Loading

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

- (a) excessive stress or floor loading to any part of a Residential Lot; or
- (b) a breach of any restrictive covenant applicable to the Strata Plan.

9.2 For the purposes of sub-by-law 10.1, the maximum floor loadings are:

- (a) for internal areas of Residential Lots 1.5kPa live load;
- (b) for balconies adjacent to Residential Lots 2kPa live load; and
- (c) common areas 4kPa.

10. Cleaning Windows and Balustrading

10.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Residential Lot, and all balcony glass on the boundary of its Residential Lot.

10.2 A Proprietor must keep clean all the balustrading of its Residential Lot in accordance with the maintenance schedule at Schedule 1 by-law 24.

11. Signage on Residential Lots

11.1 No sign or billboard may be displayed:

- (a) within public view on any portion of a Residential Lot; or
- (b) on the Common Property in respect of a Residential Lot.

12. Vehicles

12.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Residential 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.

12.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:

- (a) damage from any cause a Vehicle may sustain at any time;
- (b) the theft of any Vehicle or for the theft of any parts, equipment or contents of any vehicle however occurring;

- (c) the theft of any of the goods or belongings of any Proprietor, occupier or Invitee from a Vehicle, whether the theft occurred in a Residential Lot, part Residential Lot or on Common Property, including any exclusive use car bay; or
 - (d) any injury which any Proprietor, occupier or visitor to the Land may sustain however or wherever occurring.
- 12.3 Each Proprietor will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions, suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Proprietor or any injury to or death of any person caused by that Proprietor using any part of the Land.
- 12.4 A Proprietor or occupier must not drive any Vehicle on any Common Property access ways in excess of 10 kilometres per hour.
- 12.5 A Proprietor, occupier or Invitee must not, without the prior written approval of the Strata Company:
- (a) park or stand any Vehicle upon Common Property, except as permitted by the By- Laws or with the written approval of the Council;
 - (b) park or stand any Vehicle on a part-lot car parking bay lot or Common Property other than wholly within a car parking bay;
 - (c) park or stand any Vehicle within any visitors car parking bay on Common Property;
 - (d) 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
 - (e) 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.

13. Inflammable Materials

- 13.1 A Proprietor and occupier must not use or store any inflammable or hazardous material upon the Residential 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.

14. Rules

- 14.1 The Strata Company may determine, in a general meeting from time to time to make, amend or withdraw rules for the use, control and management of the Common Property including (without limitation):
- (a) affixing of external aerials;
 - (b) parking of vehicles, including restrictions and requirements applicable to the parking of vehicles;
 - (c) fire and emergency exercises;
 - (d) use of lifts, stairways and passageways;

- (e) rubbish collection; and
- (f) security of the building and charges relating to the security system and security keys.

14.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

15. Fire Protection and Equipment

15.1 The Strata Company must:

- (a) adopt, regularly review and put into effect a fire management plan designed to:
 - (i) minimise the risk of an outbreak of fire being initiated within the Land;
 - (ii) to control and extinguish any outbreak of fire which may occur within the Land;
 - (iii) to preserve the safety of people located upon or within the Land; and
 - (iv) to address all issues required by the Fire Engineering Brief in Annexure C.
- (b) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the Common Property in accordance with the recommendations of FESA from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
 - (i) Automatic smoke detection and alarm system in accordance with BCA Specification E2.2a;
 - (ii) Emergency lighting and exit signage in accordance with AS 2293.1
 - (iii) Fire Hose Reels in accordance with A.S. 2441; and
 - (iv) Fire Hydrants in accordance with A.S. 2419.1.
- (c) Ensure that the following systems and physical building components shall be maintained in accordance with AS 1851-2012:
 - (i) Fire detection and occupant warning systems including system interfaces between as determined in accordance with AS 1851-2012 clause 1.12;
 - (ii) Fire hydrant system;
 - (iii) Fire hose reel system to the carpark level;
 - (iv) Fire extinguishers and blankets;
 - (v) Passive fire safety systems.
- (d) Ensure that regular housekeeping audits are carried out to ensure that:
 - (i) Combustibles are not stored near potential heat sources;
 - (ii) Combustibles are not stored adjacent to or in the path of exits; and

(iii) Exit doors are not blocked or locked.

15.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Residential Lot or the Common Property.

16. Public Address and Sound Amplification Systems

16.1 No Proprietor or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in a Residential 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.

17. Common Property Damage & Contractor Instructions

17.1 If damage of any nature is caused to any part of the Common Property by the actions of any Proprietor, occupier or their Invitee, that Proprietor must bear the full cost of making good such damage.

17.2 If the Strata Company expends money to make good the damage to the Common Property (which has been notified to the relevant Proprietor and in relation to which notice the Proprietor is in default under Schedule 2, By-Law 18) the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.

17.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

18. Default

18.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 16.2 then the Strata Company may enter upon any portion of a Residential Lot or the Common Property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

19. Costs of Legal Proceedings

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

19.2 If:

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

- (c) that Proprietor is not successful in those legal proceedings; and
- (d) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and
- (e) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**);
- (f) then the Council is empowered to:
- (g) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (h) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

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

- (a) 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;
- (b) an application to the State Administrative Tribunal for relief under the Act;
- (c) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (d) a claim in any Court for the recovery of any contribution or other amount levied on the Proprietor; and
- (e) any other proceedings in any court.

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

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

20. **Conditions of Approval**

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

- (a) may be withheld;
- (b) may be given on conditions; and
- (c) may be withdrawn, as the Council shall reasonably determine.

21. Limiting Access to Parts of Common Property

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

22. Alarm Systems

- 22.1 A Proprietor, occupier or other resident of a Residential Lot must not install, upgrade or cause to be installed or upgraded 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).

24. Landscape and Reticulation Plan

- 23.1 The Strata Company must appoint a Strata Manager to manage the landscaping and reticulation for the property. In accordance with the Landscaping and Reticulation Plan attached at Annexure B the Strata Manager or the Strata Manager's representative will be responsible for the following:
- (a) Keeping the common property gardens clean and presentable;
 - (b) Maintaining all planting and grassing;
 - (c) Regularly testing soils;
 - (d) Replacing defective or failed planting and grassing;
 - (e) Watering;
 - (f) Taking responsibility for watering including but not limited to checking the timers and controllers;
 - (g) Fertilizing plants and lawns;
 - (h) Managing and eradicating weeds to all areas including paving;
 - (i) Mowing lawns and edging;
 - (j) De-thatching lawns;
 - (k) Coring lawns;
 - (l) Top dressing lawns;
 - (m) Selective pruning to existing trees and recently planted vegetation as needed;
 - (n) Pruning/clipping to hedging type planting;
 - (o) Topping up mulching;
 - (p) Checking drainage to planting pots and containers;
 - (q) Attending to staking and tying;
 - (r) Reinstating subsidence and erosion;
 - (s) Identifying and treating any disease and insect infestation;
 - (t) Maintaining constructed items;
 - (u) Cleaning repainting, touching up and /or repairing surface treatments and protective finishes to landscape elements;
 - (v) Maintaining furniture items and fencing;
 - (w) Maintaining paving, gravel surface finishes, walls, edging, kerbs, copings and the like;
 - (x) Washing paving to verge bin storage and barbeque;
 - (y) Removing any graffiti and replenishing anti-graffiti coatings;
 - (z) Maintaining automatic irrigation system(s);
 - (aa) Removing unwanted debris; and
 - (bb) The preparation and submission of regular maintenance reports.
- 23.2 The Strata Company may engage a representative who shall be responsible for the landscaping and reticulation as required under bylaw 1(b) and sub-bylaw 24.1

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