

SCHEDULE 1 BYLAWS

1. Constitution of the Council

- 1.1 The powers and duties of the strata company shall, 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 shall be competent to exercise all or any of the authorities, functions or powers of the council.
- 1.2 Until the inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council.
- 1.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- 1.4 The members of the council shall be elected at each annual general meeting of the strata company.
- 1.5 In determining the number of proprietors for the purposes of this bylaw, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- 1.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 1.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- 1.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- 1.9 A member of the council vacates his office as a member of the council:-
 - 1.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 1.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - 1.9.3 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 he is not elected or re-elected; or
 - 1.9.4 where he is removed from office under bylaw 1.8 of Schedule 1.

- 1.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under bylaw 1.8, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- 1.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 1.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these bylaws 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.
- 1.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

2. Election of council

- 2.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
- 2.1.1 The meeting shall determine, in accordance with the requirements of bylaw 1.3 of Schedule I the number of persons of whom the council shall consist.
- 2.1.2 The chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 2.1.3 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:-
- 2.1.3.1 in writing, and furnished to the chairman at the meeting;
- 2.1.3.2 orally by nominee who is present at the meeting.
- 2.1.4 When no further nominations are forthcoming, the chairman:-
- 2.1.4.1 where the number of candidates equals or is less than the number of members of the council determined in accordance with the requirements of bylaw 1.3 of Schedule 1, shall declare those candidates to be elected as members of the council;

- 2.1.4.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- 2.1.5 If a ballot is to be held, the chairman shall:-
 - 2.1.5.1 announce the names of the candidates; and
 - 2.1.5.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 2.1.6 A person who is entitled to vote shall complete a valid ballot paper by:-
 - 2.1.6.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - 2.1.6.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - 2.1.6.3 signing the ballot-paper; and
 - 2.1.6.4 returning it to the chairman.
- 2.1.7 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 2.1.8 Subject to bylaw 2.1.9 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with bylaw 1.3 of Schedule 1, who receive the highest numbers of votes shall be declared elected to the council.
- 2.1.9 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in bylaw 2.1.8 of Schedule 1:-
 - 2.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and
 - 2.1.9.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

3. Chairman, secretary and treasurer of council

- 3.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.

- 3.2 A person:-
- 3.2.1 shall not be appointed to an office referred to in bylaw 4.1 of Schedule 1 unless he is a member of the council; and
 - 3.2.2 may be appointed to one or more of those offices.
- 3.3 A person appointed to an office referred to in bylaw 3.1 of Schedule 1 shall hold office until:-
- 3.3.1 he ceases to be a member of the council;
 - 3.3.2 receipt by the strata company of notice in writing of his resignation from that office;
or
 - 3.3.3 another person is appointed by the council to hold that office,
- whichever first happens.
- 3.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

4. Chairman, secretary and treasurer of strata company

- 4.1 Subject to bylaw 1.3 of Schedule 1 the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 4.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- 4.3 A person appointed under bylaw 4.2 of Schedule 1 may act until the end of the meeting for which he was appointed to act.

5. Meetings of council

- 5.1 At meetings of the council, all matters shall be determined by a simple majority vote.
- 5.2 The council may:-
- 5.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

5.2.2 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

5.2.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.

5.2.4 A proprietor or individual may be appointed under bylaw 5.2 of Schedule 1 whether or not he is a member of the council.

5.2.5 If a person appointed under bylaw 5.2 of Schedule 1 is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.

5.3 The council shall keep minutes of its proceedings.

6. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include:-

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

6.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;

6.3 the supply of information on behalf of the strata company in accordance with section 43 (1)(a) and (b) of the Act;

6.4 the answering of communications addressed to the strata company;

6.5 the calling of nominations of candidates for election as members of the council; and

6.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

7. Powers and duties of treasurer of strata company

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

7.1 the notifying of proprietors of any contributions levied pursuant to the Act;

7.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;

- 7.3 the preparation of any certificate applied for under section 43 of the Act; and
- 7.4 the keeping of the books of account referred to in section 35(l) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

8. General meetings of strata company

- 8.1 General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- 8.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 8.3 The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- 8.4 If the council does not within 21 days after the date of the making of a requisition under Schedule 1 proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- 8.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- 8.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with bylaw 8.5 of Schedule 1.

9. Proceedings at general meetings

- 9.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.

- 9.2 Except as otherwise provided in these bylaws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 9.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- 9.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- 9.5 Bylaws 9.3 and 9.4 of Schedule 1 do not apply to a general meeting of a strata company referred to in section 5OB.
- 9.6 The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 9.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.
- 9.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- 9.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- 9.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 9.11 A demand for a poll may be withdrawn.
- 9.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- 9.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

10. Restriction on moving motion or nominating candidate

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

11. Votes of Proprietors

- 11.1 On a show of hands each proprietor has one vote for each lot he is registered as the proprietor of.
- 11.2 On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- 11.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- 11.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.

12. A proxy need not be a Proprietor.

- 12.1 Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- 12.2 Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- 12.3 On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.
- 12.4 The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

13. Common seal

- 13.1 The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by law.
- 13.2 The council shall make provision for the safe custody of the common seal.

14 Levies

- 14.1. For the purpose of levying contributions for administrative expenses on proprietors this Bylaw shall apply in lieu of that for the method provided in Section 36(1) of the Strata Titles Act 1985 as amended.
- 14.2. In this Bylaw:

"commercial lot" means a lot on the Strata Plan intended for commercial and not residential use;

"commercial lot expenses" means those administrative expenses which relate wholly or predominantly to a commercial lot;

"commercial proprietor" means the proprietor of a commercial lot;

"general expenses" means all those administrative expenses which are not commercial lot expenses;

"residential lot" means all the lots other than the commercial lot;

"residential proprietor" means the proprietor of a residential lot;

"residential lot expenses" means those administrative expenses which relate wholly or predominantly to a residential lot.

14.3 The Strata Company shall prepare separate levy contributions to recover administrative expenses in respect of:

14.3.1 the residential lots; and

14.3.2 the commercial lots;

14.4 The Strata Company shall levy contributions for administrative expenses as follows:

14.4.1 residential proprietors and the commercial proprietors shall pay the general expenses in proportion to the unit entitlement of their respective lots;

14.4.2 only the commercial proprietors shall pay the commercial lot expenses.

14.4.3 only the residential proprietors shall pay the residential lot expenses.

14.5 For the purposes of Bylaw 14.4 a residential proprietor shall pay so much of the residential lot expenses divided by the total unit entitlement of all the residential lots as shown on the Strata Plan and then multiplied by the unit entitlement of the residential proprietor as shown on the Strata Plan.

14.6 For the purposes of Bylaw 14.4 a commercial proprietor shall pay so much of the commercial lot expenses divided by the total unit entitlement of all the commercial lots as shown on the Strata Plan and then multiplied by the unit entitlement of the residential proprietor as shown on the Strata Plan.

15 Insurance

15.1 The proprietor of a commercial lot shall at his or her expenses effect and at all times maintain with a public insurance office policies to cover:-

- 15.1.1 all plate glass (if any) in a commercial lot against damage or destruction to the full insurable value thereof; and
- 15.1.2 public liability with a cover of not less than Ten Million Dollars or any increased sum which the Council may from time to time specify in respect of anyone occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the commercial lot or any part thereof or occasioned wholly or in part by an act neglect default or omission by the proprietor of a commercial lot or by his or her employees or visitors.
- 15.2 All monies recovered in respect of any insurance under Bylaw 15.1 shall be forthwith expended by a commercial lot proprietor in the satisfaction reinstatement or replacement of those items for which the monies are received to the extent that those monies are sufficient for the purpose and the commercial lot proprietor shall make up any deficiency from his or her own monies.
- 15.3 The commercial lot proprietors shall pay not later than seven days prior to the date for payment specified in the first premium notice or demand received in respect thereof all premiums in respect of the insurances to be effected and maintained by a commercial lot proprietor as herein provided and on demand shall produce any evidence of the policies and of the renewal thereof which the Council may from time to time require.

SCHEDULE 2

BYLAWS

1. Definitions

1.1 The following words have these meanings in the Schedule 2 Bylaws unless the contrary intention appears whether in capitals or not:

"Building" means any of the buildings erected on the Land and includes the Facilities;

"Bylaws" means the bylaws adopted by the strata company from time to time;

"Common Property" has the same meaning as in the Act;

"Council" means the Council of the strata company established pursuant to the bylaws;

"Facilities" means the gymnasium, lounge, boardroom, theaterette, putting green, swimming pool, massage room, solarium and any other like facility intended for the use and enjoyment of the Proprietors;

"Fixtures and Fittings" means any fixtures and fittings in or about a lot.

"Insured Risk" means fire, lightning, explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquakes, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the strata company may from time to time insure against;

"Land" means all the land comprised in the strata plan;

"Local Authority" means the local authority as may from time to time have jurisdiction over the land;

"Lot" or "lot" means a strata lot formed upon registration of the strata plan;

"Original Proprietor" means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;

"Proprietor" means the proprietor from time to time of a lot and the proprietors successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;

"Proprietor's Invitee" means each of the proprietor's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;

"Premises" means the proprietor's lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

"Rules" means the rules adopted by the strata company from time to time pursuant to bylaw 27 of Schedule 2 Bylaws;

"Schedule 2 Bylaws" means these Schedule 2 Bylaws 1 to 37 inclusive;

"Scheme" means the strata scheme constituted upon registration of the strata plan;

"Strata Company" means the strata company constituted by the registration of the strata plan to be known as the Owners of The Westralian Riverfront Apartments followed by the number allocated by the Department of Land Administration in respect of the strata plan;

"Strata Company Manager" means the person who is appointed from time to time as strata company manager pursuant to bylaw 29 of Schedule 2 Bylaws;

"Strata Plan" means the strata plan and any re-subdivision thereof registered from time to time in respect of the land.

1.2 Interpretation

In the Schedule 2 Bylaws:

1.2.1 Reference to any statute or statutory provision includes a reference to:-

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it.

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 2 Bylaws.

1.3 Severability

If any Schedule 2 Bylaw is invalid or unenforceable, then the remaining Schedule 2 Bylaws shall be valid and enforceable.

1.4 Application

The Schedule 2 Bylaws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

1.5 Inconsistency

To the extent the Schedule 2 Bylaws are inconsistent with the bylaws contained in Schedule 1 the Schedule 2 Bylaws shall prevail.

2. Use of Premises

2.1 Subject to Schedule 2 bylaw 2.2 a proprietor of a residential lot may only use his lot as a residence.

2.2 Notwithstanding bylaw 2.1 a proprietor of a residential lot may:

2.2.1 grant occupancy rights in respect of his lot to residential tenants;

2.2.2 conduct business from his lot so long as:-

2.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of conducting the business;

2.2.2.2 the conduct of the business from the lot does not breach any local authority bylaw or regulation;

2.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors of other lots;

2.2.2.4 the business does not involve the manufacture storage or vending of goods.

2.3 Notwithstanding bylaw 2.1 the original proprietor of the land may use any lot owned by the original proprietor for the purposes of display to prospective purchasers of that or other lots within the scheme.

2.4 If a proprietor of a residential lot grants occupancy rights in respect of his lot he shall:

2.4.1 promptly provide the Strata Company Manager with the full name of each occupier;

2.4.2 give each occupier a copy of the bylaws and the rules (if any) at the commencement of the occupation; and

2.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the bylaws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

3. Repair and Maintenance of Premises

3.1 A proprietor shall at the proprietor's cost:-

3.1.1 maintain his premises in a good state of repair and condition;

3.1.2 maintain his premises in a clean condition free from all vermin and insects;

3.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard or unsightly.

4. Alterations to lot

4.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:

4.1.1 obtained all the necessary approvals and permits of the local authority;

4.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;

4.1.3 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 authority pursuant to bylaw 4.1.1.

4.1.4 indemnified the strata company in respect of any cost expense or liability that may be incurred by the strata company consequent upon the proprietor undertaking the structural alterations building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.

4.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:-

4.2.1 that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay,

4.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;

4.2.3 that no security door or gate within the scheme remains open while the works are carried out;

4.2.4 that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;

4.2.5 that access to or egress from the proprietor's lot by all tradesman bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;

4.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m on any day Monday to Saturday or at any hour of the day on Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this bylaw 4.2;

4.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

5. Exclusive Use

5.1 In this Schedule 2 Bylaw "exclusive use property" means every portion of common property comprising:

5.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot, and

5.1.2 that portion of the common property required for an airconditioning system approved by the strata company in accordance with bylaw 6.

5.2 The strata company grants to each proprietor who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the proprietor's lot.

5.3 The strata company may withdraw the exclusive use rights or any part thereof described in this bylaw 5 of this Schedule 2 if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with bylaw 3 of this Schedule 2 or fails to remove an air conditioning system in accordance with bylaw 6 of this Schedule 2.

5.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to bylaw 5.3 of this Schedule 2 then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

6. Individual Air Conditioning Systems

6.1 No proprietor shall affix any airconditioning system without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed airconditioning system is or is likely to be either:-

6.1.1 so noisy as to cause a disturbance to adjoining proprietors; or

6.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

6.2 The council can grant approval pursuant to Bylaw 6.1 with conditions. In addition to any other condition imposed by the council the proprietor shall:-

6.2.1 only install the condenser portion of the air conditioning system to that part of the Building set aside for that purpose;

6.2.2 maintain and repair that part of the Building to which the condenser is fitted if any when required by the council (in addition to the obligations referred to in Bylaw 6.3);

6.2.3 indemnify the Strata Company for any damage caused to the Building arising from the use of the air conditioning system or failure to repair and maintain the air conditioning system.

6.3 Without prejudice to the generality of bylaw 3.1.3 of this Schedule 2 in the event of the airconditioning system or any part thereof becoming unsafe or deteriorating or causing damage to any part of the Building the proprietor shall within 7 days of service of a written notice from the strata company either:-

6.3.1 remove the airconditioning system and reinstate and restore any common property to the same state and condition as existed at the time the airconditioning system was installed;
or

6.3.2 subject to complying with bylaws 3 and 4 of this Schedule 2 replace the airconditioning system.

6.4 Should a proprietor:

6.4.1 fail to repair and maintain the airconditioning system pursuant to bylaw 3; or

6.4.2 remove the air conditioning system after receiving written notice from the strata company pursuant to bylaw 6.2 of this Schedule 2

then the strata company may enter the proprietor's lot or his premises and:

6.4.3 repair and maintain the airconditioning system at the cost of the proprietor; or

- 6.4.4 remove the airconditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the airconditioning system granted pursuant to this bylaw 6.

7. Behaviour

7.1 A proprietor shall not:

- 7.1.1 use his premises or any part of the common property for any purpose which may be a breach of the bylaws, the regulations or bylaws of the local authority or any other governmental regulation or law;
- 7.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;
- 7.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;
- 7.1.4 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 7.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or bylaws of the local authority or any other governmental regulation or law;
- 7.1.6 permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control;
- 7.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 7.1.8 be inadequately or inappropriately clothed when upon common property;
- 7.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 7.1.10 without the written consent of the strata company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 7.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot or any part of the Building.

8. Vehicles

8.1 Neither a proprietor nor a proprietor's invitee shall:

- 8.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the scheme;
- 8.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
- 8.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
- 8.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company;
- 8.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
- 8.1.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

9. Responsibility for Proprietor's Invitees

9.1 A proprietor shall:

- 9.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;
- 9.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.

10. Blockage of Drainage Pipes

10.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

10.2 Any cost incurred by the strata company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of bylaw 10.1 of Schedule 2 shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.

11. Proprietor to advise of Defects

11.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the strata company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.

11.2 The strata company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.

12. Damage to Common Property

12.1 Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.

13. Instructing Contractors by Proprietors

13.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.

13.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

14. Garbage Disposal

14.1 A proprietor shall:

14.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;

14.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;

14.1.3 comply with all local authority bylaws regulations and ordinances relating to the disposal of garbage;

14.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

15. Signs

15.1 No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any). Nothing in this bylaw shall prevent the original proprietor from displaying "For Sale" signs within the scheme.

16. Antenna

16.1 All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

17. Pets

17.1 Neither a proprietor nor a proprietor's invitee may keep any animal within a lot without the prior written consent of the council.

17.2 The council will not withhold its consent if the animal is of a breed or size which in all the circumstances is suitable to be kept as a domestic pet in a communal residential complex.

17.3 The proprietor will:

17.3.1 be responsible for the health, hygiene, control and supervision of any animal in his care;

17.3.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;

17.3.3 not keep any animal on his lot if:

17.3.3.1 the keeping of the animal breaches any regulation or bylaw of the local authority;

17.3.3.2 he has failed to comply with a notice given by the council pursuant to bylaw 17.3.2;

17.3.3.3 he has within a twelve (12) month period received three notices issued under bylaw 17.3.2

in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

18. Temporary Building

18.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the strata company.

18.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.

19. Moving Furniture

19.1 Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.

20. Floor Coverings

20.1 A proprietor shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.

20.2 In addition to all the approvals required by bylaw 4 of this Schedule 2, no proprietor shall install a wooden floor to any portion of his or her lot without first installing a sound proof membrane between the concrete slab and the proposed wooden floor.

21. Cleaning Windows

21.1 Without derogating from the generality of bylaw 3 a proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property.

22. Drying

22.1 Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.

23. Storage of inflammable liquids

23.1 Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any

such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

24. Fire Proofing

24.1 A proprietor shall ensure that adequate fire protection exists within his lot and the premises and is maintained at his cost so as to prevent the spread of fire into any adjoining lot or the common property.

For the purpose of this bylaw 24 adequate fire protection shall consist of:

24.1.1 carbon dioxide type fire extinguisher;

24.1.2 smoke detector alarms in the kitchen and sleeping areas of the lot.

25. Floor Loading

25.1 Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

26. Car Bays

A proprietor shall not:

26.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;

26.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area (other than to a tenant of the residential portion of the lot).

27. Rules

27.1 The strata company may from time to time make, withdraw or amend rules for the use and management of the common property including but not limited to the management or control of:

27.1.1 the affixing of external aerials;

27.1.2 visitors' vehicle parking;

27.1.3 security;

27.1.4 use of stairways and passageways;

27.1.5 approval for keeping pets;

27.1.6 rubbish collection;

27.1.7 advertising and signs;

27.1.8 charges relating to the security system and security keys;

27.1.9 use and operating hours for the Facilities;

27.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

28. Penalty for Breach of Bylaws

28.1 Any person who breaches any Schedule 1 or 2 bylaw is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

29. Strata Company Management

29.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.

29.2 Unless otherwise provided in the bylaws the strata company may delegate all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).

29.3 The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the strata company:

29.3.1 to arrange as required by the strata company normal day to day maintenance, repair and replacement of any personal property vested in the strata company, but excluding any special attendance at the land and common property for this purpose;

29.3.2 to view the improvements within the scheme on at least 4 occasions in each year;

29.3.3 arrange and attend the annual general meeting and not less than one other meeting (of the strata company or council) during any yearly period;

29.3.4 act upon request by, or in the absence of, the chairman:

29.3.4.1 as Chairman of any meeting of the strata company, or;

29.3.4.2 its council if so agreed by all the members of the council present at the meeting;

29.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with Act and make all necessary insurance claims;

- 29.3.5 as agent for the strata company to engage or employ and supervise the caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;
- 29.3.6 to arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;
- 29.3.7 to disburse monies in accordance with the Act and the terms of the bylaws;
- 29.3.8 to maintain the records of the strata company required by law;
- 29.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 29.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;
- 29.3.11 to take possession of and care for the records and documents of the strata company;
- 29.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- 29.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by bylaw 29 of Schedule 2;
- 29.3.14 generally implement the decisions of the strata company and its council;
- 29.3.15 to make applications and submissions to the strata titles referee and the local authority on behalf of the strata company;
- 29.3.16 to attend on behalf of the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a strata titles referee or any tribunal or court;
- 29.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata company;
- 29.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- 29.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;

29.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

30. Insurance Rates

30.1 Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the strata company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.

30.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.

31. Recovery of Costs by Strata Company

31.1 Where a bylaw provides that a proprietor shall reimburse the costs or expenses of or compensate the strata company, the strata company may in the event that a proprietor fails to pay an amount due to the strata company 14 days after written demand has been served on the proprietor recover such costs or expenses or compensation, subject to the Act in a court of competent jurisdiction.

32. Security and Fire Safety

32.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety of the Building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.

32.2 The Strata Company may restrict access to:-

32.2.1 the car parking areas by means of a proximity card reader system; and

32.2.2 parts of the Building by means of a proximity card reader system or security key

for the purposes of securing the Building and the common property from intruders and to preserve the safety of the Building from fire or other hazards.

32.3 The Strata Company will provide to each proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a proprietor to operate the security access devices referred to in Bylaw 32.2.

32.4 A proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this Bylaw 32.

32.5 No proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.

32.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.

32.7 A proprietor or proprietor's invitee shall not:-

32.7.1 interfere with any safety equipment;

32.7.2 obstruct any fire escape or fire stair well; or

32.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.

33. Smoking

33.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.

33.2 Any proprietor who breaches Bylaw 33.1 or permits a breach of that bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of Bylaw 33.1.

34. Only Residents to use the Facilities

34.1 Only persons residing in a lot may use the Facilities.

34.2 A proprietor who has granted occupancy rights of whatever nature to another person shall be deemed to have assigned their entitlement to use the Facilities to the occupier of the lot and shall be prohibited from using the Facilities for so long as the occupancy rights are granted or until the occupier vacates the lot, whichever is the earlier.

35. Recovery of Costs by Strata Company

35.1 Where a bylaw provides that a proprietor shall reimburse the costs or expenses of or compensate the strata company, the strata company may in the event that a proprietor fails to pay an amount due to the strata company 14 days after written demand has been served on the proprietor recover such costs or expenses or compensation, subject to the Act in a court of competent jurisdiction.

36. Use of Swimming Pool

36.1 In this Bylaw

“Pool Area” includes the Swimming Pool, Sauna and Spa and those areas adjacent to the Swimming Pool, Sauna and Spa necessary for use and enjoyment of the Swimming Pool, Sauna and Spa;

“Sauna” means the sauna forming part of the Facilities;

“Spa” means the spa forming part of the Facilities;

“Swimming Pool” means the swimming pool forming part of the Facilities.

- 36.2 This Bylaw regulating the use of the Swimming Pool and the Pool Area is in addition to and not substitution of any other Bylaw or Rule relating to the use and enjoyment of the Facilities.
- 36.3 No child under sixteen (16) years of age may enter or remain within the Pool Area unless accompanied by an adult person.
- 36.4 Neither a Proprietor nor a Proprietor's Invitee may:
- 36.4.1 use any part of the Pool Area to the exclusion of any other person entitled to use the Pool Area;
 - 36.4.2 use any part of the Pool Area for any business;
 - 36.4.3 enter or remain in the Pool Area if under the influence of drugs or alcohol;
 - 36.4.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
 - 36.4.5 spit or urinate or defecate in the Swimming Pool or Spa;
 - 36.4.6 use soap, detergent or any other substance that may foul or pollute any part of the Swimming Pool Sauna or Spa;
 - 36.4.7 climb up or onto any fence, partition, roof or raised object in the Pool Area other than one intended for that purpose;
 - 36.4.8 enter or remain in the Pool Area unless suitably attired;
 - 36.4.9 enter and exit the Pool Area except through the gates and doors which are designed for that purpose;
 - 36.4.10 eat in or take into the Swimming Pool, Spa or Sauna any food, drink or confectionery;
 - 36.4.11 permit any animal to enter the Pool Area;
 - 36.4.12 leave any rubbish in the pool Area except in a receptacle provided for that purpose;
 - 36.4.13 smoke in the Pool Area;
 - 36.4.14 enter or use the Swimming Pool, Sauna or Spa if affected by or suffering from any infectious or contagious disease or skin complaint;
 - 36.4.15 use or leave drinking glasses, bottles or any other glass container within four (4) metres of the Swimming Pool, Spa or Sauna;
 - 36.4.16 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Pool Area; or
 - 36.4.17 tamper with any equipment in the Pool Area.

- 36.5 Every Proprietor shall obtain and deliver to the Council an acknowledgment from every occupier of the Proprietors Lot in such form as is reasonably required by the Council from time to time to the effect that the occupier has been made aware of this Bylaw 36 and the occupiers obligation to comply at all times with this Bylaw 36.
- 36.6 No proprietor of a commercial lot or his servants agents employees invitees or customers may use the Swimming Pool, Sauna, Spa, Gymnasium or Lounge at any time.

37 Commercial Lot Bylaws

- 37.1 This bylaw 37 shall only apply to a commercial lot and references to the proprietor shall mean the proprietor of a commercial lot.
- 37.2 If there is any conflict between this bylaw 37 and any other Schedule 2 bylaw so far as it relates to a commercial lot then this bylaw 37 shall prevail.
- 37.3 The proprietor shall only conduct business in a commercial lot for which it was intended by the Original Proprietor or other use permitted by the Council from time to time which approval shall not be unreasonably withheld in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a commercial lot.
- 37.4 The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the commercial lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.
- 37.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:
- 37.5.1 the use and occupation of a commercial lot for the use intended by the proprietor;
 - 37.5.2 a commercial lot and facilities by reason of the number and the sex of the proprietor's employees and other persons working in or entering the commercial lot;
 - 37.5.3 the fixtures, fittings, machinery, plant and equipment in a commercial lot;
 - 37.5.4 occupational health, safety and environmental matters;
 - 37.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.
- 37.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in Bylaw 37.5.
- 37.7 The proprietor shall not:
- 37.7.1 allow a commercial lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;

- 37.7.2 use or permit any part of a commercial lot to be used as sleeping quarters or for residence;
 - 37.7.3 keep any animals in a commercial lot;
 - 37.7.4 hold or permit any auction or public meeting in the commercial lot;
 - 37.7.5 use a commercial lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties;
 - 37.7.6 use a commercial lot in an excessively noisy or noxious or offensive manner;
 - 37.7.7 use plant or machinery in the commercial lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise.
- 37.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.
- 37.9 The proprietor shall not bring into store or use in the commercial lot any inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including the heating or lighting the commercial lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.
- 37.10 The proprietor shall keep a commercial lot clean and:
- 37.10.1 have the floor and the interior of a commercial lot cleaned each business day;
 - 37.10.2 have the surfaces of windows maintained in a clean condition;
 - 37.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
 - 37.10.4 not allow the accumulation of useless property or rubbish in a commercial lot;
 - 37.10.5 provide a sanitary hygiene service to female toilets.
- 37.11 The proprietor shall cause all rubbish accumulated in the commercial lot to be placed daily in suitable containers provided for the commercial lot and situated in an area in the scheme designated by the Council.
- 37.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.
- 37.13 The proprietor shall:
- 37.13.1 not use the toilets, sinks, drainage and plumbing on the commercial lot for purposes other than those for which they were designed;

37.13.2 not place in any of those facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;

37.13.3 repair any damage caused to any of those facilities by breach of sub bylaw 37.13.1.

37.14 The proprietor shall:

37.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the scheme or to the commercial lot;

37.14.2 be liable:

37.14.2.1 for the costs of repairing any damage;

37.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order;

37.14.2.3 if necessary, to disconnect the proprietor's installation or alter or upgrade the electrical supply system at the proprietor's cost in order that it will suffice for the additional load imposed by the proprietor's installations

37.14.3 If any installations by the proprietor result in overlooking that equipment.

37.15 The proprietor shall at the proprietor's expense:

37.15.1 take reasonable action to secure the commercial lot against unauthorised entry whilst the commercial lot is occupied;

37.15.2 securely lock and fasten external door and windows in the commercial lot whilst the commercial lots are unoccupied;

37.15.3 keep the commercial lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any discarded rubbish papers cartons boxes containers or other waste products and shall leave such rubbish or containers outside the commercial lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the Council;

37.15.4 keep the commercial lot free and clear of all rodents vermin insects birds animals termites and other pests and if the proprietor fails to do so the proprietor shall if and so often as necessary employ pest exterminators approved by the Council to carry out the necessary work.

38 Fire Safety

38.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.

- 38.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 38.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- 38.1.1 complying with the Deemed-to-Satisfy Provisions of the BCA; or
 - 38.1.2 formulating an Alternative Solution which:
 - 38.1.2.1 complies with the Performance Requirements; or
 - 38.1.2.2 is shown to be at least equivalent to the Deemed-to-Satisfy provisions;
or
 - 38.1.3 a combination of 38.1.1 and 38.1.2
- 38.4 The Original Proprietor has adopted the following alternative solutions which satisfies the Performance Requirements by:
- 38.4.1 the provision of solid core doors with smoke seals to the front entry doors of apartments in lieu of the doors;
 - 38.4.2 the deletion of sprinkler protection to the residential balconies;
 - 38.4.3 the deletion of fire collars to plumbing penetrations in the bathrooms areas of the Apartments;
 - 38.4.4 justification of a modified Emergency Warning and Intercommunication System (EWIS) to allow the deletion of warden intercom points in the lift lobbies.
- (together “the Alternative Solution”)

WARNING

By reason of the adoption of the Alternative Solution risk of damage to the building fabric and contents of adjoining lots may be greater than under a BCA Deemed-to-Satisfy design.

- 38.5 Each proprietor should notify their own insurer of the adoption of the Alternative Solution and the warning contained in this bylaw.
- 38.6 The Strata Company should notify its own insurer of the adoption of the Alternative Solution and to the warning contained in this bylaw.
- 38.7 To the extent permitted by law the Strata Company and each proprietor of a lot and any other person having any interest in respect of a lot of whatever nature and howsoever arising releases the original proprietor of the land comprised in the scheme and its officers and agents from all claims that may arise by reason of the adoption of the Alternate Solution rather than the Deemed-to-Satisfy Provisions of the BCA.

In this Bylaw 38, “claims” means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor’s costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertaking, indemnities, claims for

contribution, losses, damages , and all other liabilities, contingent, prospective, actual or otherwise, and whether in contract, tort or under statute.

38.8 The Strata Company shall maintain at all times the fire protection equipment and systems in or about the common property in accordance with the following standards:

38.8.1 Fire Protection Equipment - A.S.1851

38.8.2 Fire Hose Reels - A.S. 1851.2 - 1995

38.8.3 Fire Hydrants - A.S. 1851.4 - 1992

38.8.4 Pumpset System - A.S. 1851.14 -1996.

38.9 The Strata Company shall implement a system for residents and occupiers to:

38.9.1 evacuate the car park in an emergency; and

38.9.2 operate hose reels and fire extinguishers.