



SB

Scheme By-laws – First Consolidation

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **47949**

The Owners of **The Westralian** (strata company):

Part 1 – First Consolidation

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

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

Part 2 – Application to Amend

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on **28/09/2020** and closed on **28/10/2020** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☒ **amendments/** ☒ **repeal**² to the Governance by-laws were made as detailed here.

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

² Select one.

Repeal Schedule 1 by-law 5, and insert:

Election of council

5.1 The procedure for nomination and election of members of the council must be as follows:

5.1.1 the general meeting must determine, under the requirements of sub-bylaw 4.2, the number of persons of whom the council must consist; and

5.1.2 the chairman must call upon those persons entitled to nominate candidates to nominate candidates for election to the council.

5.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:

5.2.1 in writing, and furnished to the chairman at the general meeting; or

5.2.2 orally by a nominee present at the general meeting.

5.3 When no further nominations are forthcoming, the chairman:

5.3.1 where the number of candidates equals the number of members of the council determined under sub-bylaw 4.2 must declare those candidates to be elected as members of the council; and

5.3.2 where the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

5.4 If a ballot is to be held, the chairman must:

5.4.1 announce the names of the candidates; and

5.4.2 give to each person present and entitled to vote a blank form in respect of each lot for which he is entitled to vote for use as a ballot-paper;

5.4.3 a form given under sub-bylaw 5.4.2 may be a paper form or an electronic form.

5.5 A person entitled to vote can complete a valid form by:

5.5.1 writing or typing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated;

5.5.2 indicating on the form 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;

5.5.3 signing the form; and

5.5.4 returning it to the chairman; and

5.5.5 for the avoidance of doubt, a vote by a form completed and returned to the chairman by electronic means, such as email shall constitute a valid vote.

5.6 The chairman, or a person appointed by him, must count the votes recorded on valid forms in favour of each candidate.

5.7 Subject to sub-bylaw 5.8, candidates, being equal in number to the number of members of the council determined under sub-bylaw 4.2, who receive the highest numbers of votes must be declared elected to the council.

5.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw 5.7 and:

5.8.1 that number equals the number of votes recorded in favour of any other candidate;

5.8.2 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 must be decided by a show of hands of those present and entitled to vote; and

5.8.3 if on a show of hands the number of votes in favour of those candidates is equal, the election must be decided by the aggregate unit entitlement of the lots represented by those present and entitled to vote.

Repeal schedule 1 by-law 8.3, and insert:

8.3 A member of a council may appoint a proprietor, or an individual authorised under section 136 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 must, when so acting, be deemed to be a member of the council.

Repeal schedule 1 by-law 9.1.3, and insert:

9.1.3 The supply of information on behalf of the strata company under sections 108 and 109;

Repeal schedule 1 by-law 9.1.5, and insert:

9.1.5 Subject to sections 127, 128, 129, 200(2)(f) and (g), the convening of meetings of the strata company and of the council.

Repeal schedule 1 by-law 10.1.3 and 10.1.4, and insert:

10.1.3 The preparation of any certificate applied for under section 110; and

10.1.4 The keeping of the books of account referred to in section 101(1) and preparing the statement of accounts referred to in section 101(2).

Repeal schedule 1 by-law 12, and insert:

Penalty for breach of by-law

Subject to section 47, the penalty for a breach of any provision of any Schedule 1 or Schedule 2 by-law may be up to \$2,000 or such greater maximum amount as may from time to time be prescribed under section 47(7).

Repeal schedule 1 by-law 13.1, and insert:

13.1 If a proprietor refuses or fails to pay to the strata company any amount due for contributions (whether levied under section 100(1) or 100(2)) or any other amount properly due to the strata company, including but not limited to:

Repeal schedule 1 by-law 13.3.1 and 13.3.2, and insert:

13.3.1 to determine that costs incurred under this by-law must be included in the amounts to be raised for the purposes set out in section 100(1)(a) (specifically, the strata company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and

13.3.2 to exercise the function prescribed by section 100(1)(c)(ii) under this by-law, in which case a contribution under that section regarding the costs must be deemed to have been levied on the proprietor by service of notice under sub-by-law 13.2.

Repeal schedule 1 by-law 15.1, and insert:

15.1 Contributions under section 100(1)(c)(ii) regarding certain expenses of the strata company will be levied on proprietors according to this by-law and not in accordance with unit entitlement.

Repeal schedule 1 by-law 15.4, and insert:

15.4 To avoid doubt, the proprietors of the Commercial Lots will not contribute to the expenses specified in sub-by-law 15.2, and this by-law does not affect the application of section 100(2)(c).

Repeal schedule 1 by-law 16.2 and 16.3, and insert:

16.2 Subject to section 43, the strata company grants exclusive use of the exclusive use property relevant to the respective lot to each proprietor who gives written consent in a form reasonably required by the strata company.

16.3 The strata company may withdraw the exclusive use rights described in this by-law if seven days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property under section 43(3) or fails to remove an air conditioning system under these by-laws.

Repeal schedule 1 by-law 17.3.3 and insert:

17.3.3 repair and maintain the air conditioning system at that proprietor's cost; or

Repeal schedule 1 by-law 25.2.1, and insert:

25.2.1 obtained and complied with approvals of the strata company required under sections 87 and 89;

Repeal schedule 1 by-law 28.1, and insert:

28.1 Subject to section 46(h) and (i), proprietors and occupiers must not bring or keep rodents, reptiles or invertebrates on the parcel, and without the written consent of the strata company, bring or keep any other animal on the parcel.

Repeal Schedule 1 By-law 11, and insert:

Strata company management

11.1 The strata company shall:

11.1.1 employ the services of a strata manager for the purposes of administering the affairs of the strata company under the Act and these By-laws as may be required from time to time; and

11.1.2 enter into an agreement with a strata company manager for the purposes set out in By-law 11.1.1 and other management purposes.

11.2 The strata company has the authority to:

11.2.1 negotiate and enter into a binding agreement or agreements with a strata manager;

11.2.2 negotiate variations to any such agreement; and

11.2.3 enforce or terminate any such agreement,
as the strata company considers appropriate.

11.3 The strata company may terminate an agreement with a strata manager if:



- 11.3.1 the strata company has grounds to terminate the agreement under section 151 of the Act;
- 11.3.2 the strata company elects to terminate the agreement under section 115 of the Act;
- 11.3.3 there are compelling reasons for the strata company to terminate the agreement, such as (without limitation) that the strata manager has behaved fraudulently or has demonstrated material incompetence or the like; or
- 11.3.4 the strata company has first resolved to do so by special resolution.
- 11.4 If the strata company terminates an agreement with a strata manager, the strata company shall, as soon as reasonably practicable, enter into an agreement with another strata manager in compliance with By-laws 11.1, 11.2 and 11.5.
- 11.5 Any strata manager appointed by the strata company must:
- 11.5.1 meet the requirements under Part 9 of the Act;
 - 11.5.2 be a member of an appropriate strata management industry body;
 - 11.5.3 have not less than five years strata management experience;
 - 11.5.4 hold professional indemnity insurance for not less than \$10 million for any one claim;
 - 11.5.5 hold all funds belonging to the strata company in:
 - 11.5.5.1 a separate ADI trust account for the strata company;
 - 11.5.5.2 a pooled ADI trust account solely for the strata companies for which the strata manager is a strata manager; or
 - 11.5.5.3 if the strata company has its own ADI account and has authorised the strata manager to use the account, that account, in accordance with section 148 of the Act; and
 - 11.5.6 seek professional advice involving matters that concern the strata company that are not within the strata manager's area of expertise.



☒ and / ☐ or²

By special resolution, the voting period for which opened on **28/09/2020** and closed on **28/10/2020** (and which must be registered within 3 months from closing date) the ☒ **additions/** ☒ **amendments/** ☒ **repeal**² to the Conduct by-laws were made as detailed here.

Repeal schedule 2 by-law 4.2.5 and insert:

4.2.5 allow a person to park a motor vehicle in the owner's residential part lot car bay (Car Bay) unless that person is:

4.2.5.1 the owner of that residential lot;

4.2.5.2 the occupier of that part of the residential lot that is not used as a car bay; or

4.2.5.3 the owner of another residential lot within the strata scheme who has the

written approval of the owner of the Car Bay.

Repeal schedule 2 by-law 15.2, and insert:

15.2 Subject to section 95, the strata company has authority to enter upon any lot and common property at all reasonable times, by its agents or contractors, having regard to the urgency, to carry out repairs and renovations to common property or to remedy defects on a lot as may be necessary.

Repeal schedule 2 by-law 7.1.1 and insert:

7.1.1 be adequately clothed when upon common property;

Repeal schedule 2 by-law 18.1 and insert:

18.1 No child under 16 may enter or use the Facilities unless accompanied by an adult person exercising effective control of that child.

Repeal schedule 2 by-law 25.1, and insert:

25.1 Under section 44 of the Act and for the benefit of all the proprietors and occupiers, the strata company must deploy, use and maintain a system of electronic surveillance of the parcel by closed circuit television cameras on the common property (System).

Repeal schedule 2 by-law 25.4, and insert:

25.4 Notwithstanding section 109, if the consent of the council is requested under sub-by-law 25.3.4, the council:

Repeal schedule 2 by-law 25.5, and insert:

25.5 Notwithstanding section 109, the terms on which an instruction is made under sub-by-laws 25.3.2 or 25.3.3 or a request is granted under sub-by-law 25.4.2 may include, amongst other things, that the:

Repeal schedule 2 by-law 13, and insert:

Alcohol, tobacco and drugs

13.1 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must ensure that the consumption of

alcohol on the common property does not cause any nuisance or interference with the quiet and peaceful enjoyment of the common property by other proprietors, occupiers or their invitees.

13.2 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must take all reasonable steps to ensure that the consumption of alcohol on their lot does not cause any nuisance to or interference with the quiet and peaceful enjoyment of the proprietor or occupier of another lot or their invitees.

13.3 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must not allow or cause the sale or use of any drug prohibited by law on the parcel.

13.4 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must not smoke on the common property.

13.5 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees may smoke tobacco within the confines of its lot, provided that the proprietor or occupier:

13.5.1 ensures that smoke from their lot does not enter the common property or any other lot; and

Repeal schedule 2 by-law 11 and insert:

Flooring By-law: Noise transmission

11.1 Each proprietor must ensure that all floor space within its lot is covered or otherwise treated with materials approved by the strata company to an extent sufficient to prevent the transmission of noise likely to disturb other proprietors.

11.2 If the strata company reasonably determines that a proprietor is not complying with by-law 11.1, the strata company may (without limiting any of the strata company's other rights) issue the proprietor with a notice requiring the proprietor to advise the strata company of the rectification works that it proposes to undertake within 14 days (**Rectification Works**).

11.3 The Rectification Works must:

11.3.1 comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing; and

11.3.2 any floor finish must achieve an LnT,w rating to satisfy the BCA requirements or 50 dB, whichever is the lower rating or meet any other minimum standard for acoustic performance set by the council of the strata company (**Acoustic Standard**).

11.4 The proprietor must arrange for the Rectification Works to be completed within 60 days of the strata company approving the Rectification Works.

11.5 Subject to by-laws 11.1 to 11.4, a proprietor:

11.5.1 must obtain the council's prior written consent before replacing the floor finish within the proprietor's lot; and

11.5.2 acknowledges that the council may withhold the consent where the replacement floor finish will not meet the Acoustic Standard.

11.6 Each proprietor will:

11.6.1 to the extent reasonably possible, only use footwear in its lot; and



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11.6.2 if necessary, ensure that all furniture in its lot is fitted at all times with suitable floor pads,
that will prevent the transmission of noise likely to disturb any other proprietor.

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

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



Part 3 – Consolidated By-laws of Scheme Number:

Governance By-Laws

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



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1 Definitions

- 1.1 In the schedule 1 and schedule 2 by-laws, unless the Act or the context otherwise requires:

"Act" means the *Strata Titles Act 1985* (WA);

"BCA" means the Building Code of Australia;

"by-laws" means the Schedule 1 and the Schedule 2 by-laws of the strata company;

"Claims" means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitors costs on a solicitor/own client basis), judgements, 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;

"Commercial Lots" means lots 1 and 6;

"common property" means common property on the strata plan;

"council" means the council of the strata company constituted under the by-laws;

"Facilities" means collectively the entry lobby, gymnasium, boardroom, theatrette, function room, billiard room, putting green, swimming pool, pool lounge, massage room, solarium, tennis court, barbecue area and any other similar communal facility;

"fixtures and fittings" means any fixture or fitting in or about a lot or the common property;

"invitee" means each of a proprietor's and occupier's agents, contractors, tenants, lessees, licensees, guests, visitors and those persons who are in or upon a lot or the common property with the express or implied consent of or under the control of that proprietor or occupier;

"lot" means a lot on the strata plan;

"occupier" means someone in lawful occupation of a lot;

"Original Proprietor" has the same meaning as in the Act;

"parcel" means the land consisting of the lots and common property comprised in the strata plan;

"proprietor" means the person for the time being registered under the *Transfer of Land Act 1893* (WA) as proprietor of an estate in fee simple or an estate for life in a lot, the proprietor's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;



"Residential Lots" means lots 2 to 5 and 7 to 98;

"rules" means any rules or policies adopted by the strata company;

"scheme" means the strata scheme created on registration of the strata plan;

"section" means a section of the Act;

"strata company" means the strata company in respect of the scheme;

"strata company manager" means the person appointed by the strata company as the manager of the strata company's affairs; and

"strata plan" means strata plan 47949.

2 Interpretation

In the by-laws:

- 2.1 Reference to any statute or statutory provision is also a reference to:
 - 2.1.1 that statute or statutory provision as from time to time may be amended, extended, re-enacted or consolidated; and
 - 2.1.2 all statutory instruments, regulations or orders made under it.
- 2.2 Words denoting the singular number include the plural and vice versa;
- 2.3 Words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa; and
- 2.4 Headings are inserted for convenience and do not affect the construction of the by-laws.

3 Application and severability

- 3.1 The by-laws apply in respect to the parcel and bind proprietors' and occupiers' invitees.
- 3.2 If any by-law is invalid or is unenforceable, then the remaining by-laws remain valid and enforceable.

Governance, management & administration

4 Constitution of the council

- 4.1 The powers and duties of the strata company must, subject to any restriction imposed or direction at a general meeting, be exercised and performed by the council and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- 4.2 The council must consist of between 3 and 7 proprietors as determined by the strata company.

- 4.3 The members of the council must be elected at each annual general meeting of the strata company or at an extraordinary general meeting called for that purpose.
- 4.4 In determining the number of proprietors for this by-law, co-proprietors of a lot or more than one lot are deemed one proprietor and a person who owns more than one lot is also deemed one proprietor.
- 4.5 If there are co-proprietors of a lot, one only of the co-proprietors is eligible to be, or to be elected, a member of the council and the co-proprietor so eligible must 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 must 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 must be the nominee.
- 4.6 On an election of members of the council, a proprietor has one vote in respect of each lot owned by him.
- 4.7 The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- 4.8 A member of the council vacates his office as a member of the council:
- 4.8.1 if he dies or ceases to be a proprietor;
 - 4.8.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - 4.8.3 where he is removed from office under sub-by-law 4.7; or
 - 4.8.4 at the conclusion of a 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.
- 4.9 Any casual vacancy on the council, which arises on the occurrence of an event described in sub-by-laws 4.8.1 to 4.8.3, may be filled by the remaining members of the council, except that if a casual vacancy arises because of the removal from office of a member under sub-by-law 4.8.3, the strata company may resolve that the casual vacancy be filled by the strata company at the same or a later general meeting.
- 4.10 A quorum of the council is 2 where the council comprises 3 or 4 members, 3 where it comprises 5 or 6 members, and 4 where it comprises 7 members.
- 4.11 The continuing members of the council may act notwithstanding any vacancy in the council, but if the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act to increase the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

- 4.12 All acts done in good faith by the council, notwithstanding that it is afterwards discovered there was a defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

5 Election of council

- 5.1 The procedure for nomination and election of members of the council must be as follows:
- 5.1.1 the general meeting must determine, under the requirements of sub bylaw 4.2, the number of persons of whom the council must consist; and
 - 5.1.2 the chairman must call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 5.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
- 5.2.1 in writing, and furnished to the chairman at the general meeting; or
 - 5.2.2 orally by a nominee present at the general meeting.
- 5.3 When no further nominations are forthcoming, the chairman:
- 5.3.1 where the number of candidates equals the number of members of the council determined under sub-bylaw 4.2 must declare those candidates to be elected as members of the council; and
 - 5.3.2 where the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- 5.4 If a ballot is to be held, the chairman must:
- 5.4.1 announce the names of the candidates;
- give to each person present and entitled to vote a blank form in respect of each lot for which he is entitled to vote for use as a ballot-paper; and
- a form given under sub-bylaw 5.4.2 may be a paper form or an electronic form.
- 5.5 A person entitled to vote can complete a valid ballot paper by:
- 5.5.1 writing or typing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - 5.5.2 indicating on the form 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;
 - 5.5.3 signing the form; and
 - 5.5.4 returning it to the chairman; and

- 5.5.5 for the avoidance of doubt, a vote by a form completed and returned to the chairman by electronic means, such as email shall constitute a valid vote.
- 5.6 The chairman, or a person appointed by him, must count the votes recorded on valid forms in favour of each candidate.
- 5.7 Subject to sub-bylaw 5.8, candidates, being equal in number to the number of members of the council determined under sub-bylaw 4.2, who receive the highest numbers of votes must be declared elected to the council.
- 5.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw 5.7 and:
- 5.8.1 that number equals the number of votes recorded in favour of any other candidate;
- 5.8.2 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 must be decided by a show of hands of those present and entitled to vote; and
- 5.8.3 if on a show of hands the number of votes in favour of those candidates is equal, the election must be decided by the aggregate unit entitlement of the lots represented by those present and entitled to vote.
- 6 Chairman, secretary and treasurer of council**
- 6.1 The members of the council must, at the first meeting of the council after they assume office, appoint a chairman, a secretary and a treasurer of the council.
- 6.2 A person:
- 6.2.1 must not be appointed to an office referred to in sub-bylaw 6.1 unless he is a member of the council; and
- 6.2.2 may be appointed to one or more of those offices.
- 6.3 A person appointed to an office referred to in sub-bylaw 6.1 must hold office until:
- 6.3.1 he ceases to be a member of the council;
- 6.3.2 receipt by the strata company of notice in writing of his resignation from that office; or
- 6.3.3 another person is appointed by the council to hold that office, whichever first happens.
- 6.4 The chairman must 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

must appoint one of their number to preside at that meeting during the absence of the chairman.

7 Chairman, secretary and treasurer of strata company

- 7.1 Subject to sub-bylaw 7.2, the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 7.2 The strata company may at a general meeting authorise a person, whether a proprietor or not, to act as the chairman of the strata company for that meeting.
- 7.3 A person appointed under sub-bylaw 7.2 may act until the end of the meeting for which he was appointed to act.

8 Meetings of council

- 8.1 At meetings of the council, all matters must be determined by a simple majority vote.
- 8.2 The council may:
 - 8.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting; and
 - 8.2.2 with the agreement of a majority of its members, conduct a meeting of the council by telephone, audio-visual or other agreed electronic means or any combination thereof by which continuous communication is maintained between such of its members as would constitute a quorum if the members of the council were meeting in person.
- 8.3 A member of a council may appoint a proprietor, or an individual authorised under section 136 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 must, when so acting, be deemed to be a member of the council. A proprietor or individual may be appointed under sub-bylaw **Error! Reference source not found.** whether or not he is a member of the council.
- 8.4 If a person appointed under by-law 8.3 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.
- 8.5 The council must keep minutes of its proceedings.

9 Powers and duties of secretary of the strata company

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

- 9.1.1 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;
 - 9.1.2 The giving on behalf of the strata company and of the council of the notices required to be given under the Act;
 - The supply of information on behalf of the strata company under sections 108 and 109;
 - 9.1.3 The answering of communications addressed to the strata company; and
- Subject to sections 127, 128, 129, 200(2)(f) and (g), the convening of meetings of the strata company and of the council.

10 Powers and duties of treasurer of the strata company

- 10.1 The powers and duties of the treasurer of the strata company include:
 - 10.1.1 The notifying of proprietors of any contributions levied under the Act;
 - 10.1.2 The receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
 - 10.1.3 The preparation of any certificate applied for under section 110; and
 - 10.1.4 The keeping of the books of account referred to in section 101(1) and preparing the statement of accounts referred to in section 101(2).

11 Strata company management

- 11.1 The strata company shall:
 - 11.1.1 employ the services of a strata manager for the purposes of administering the affairs of the strata company under the Act and these By-laws as may be required from time to time; and
 - 11.1.2 enter into an agreement with a strata company manager for the purposes set out in By-law 11.1.1 and other management purposes.
- 11.2 The strata company has the authority to:
 - 11.2.1 negotiate and enter into a binding agreement or agreements with a strata manager;
 - 11.2.2 negotiate variations to any such agreement; and
 - 11.2.3 enforce or terminate any such agreement,
 - 11.2.4 as the strata company considers appropriate.
- 11.3 The strata company may terminate an agreement with a strata manager if:
 - 11.3.1 the strata company has grounds to terminate the agreement under section 151 of the Act;

- 11.3.2 the strata company elects to terminate the agreement under section 115 of the Act;
- 11.3.3 there are compelling reasons for the strata company to terminate the agreement, such as (without limitation) that the strata manager has behaved fraudulently or has demonstrated material incompetence or the like; or
- 11.3.4 the strata company has first resolved to do so by special resolution.
- 11.4 If the strata company terminates an agreement with a strata manager, the strata company shall, as soon as reasonably practicable, enter into an agreement with another strata manager in compliance with By-laws 11.1, 11.2 and 11.5.
- 11.5 Any strata manager appointed by the strata company must:
 - 11.5.1 meet the requirements under Part 9 of the Act;
 - 11.5.2 be a member of an appropriate strata management industry body;
 - 11.5.3 have not less than five years strata management experience;
 - 11.5.4 hold professional indemnity insurance for not less than \$10 million for any one claim;
 - 11.5.5 hold all funds belonging to the strata company in:
 - (a) a separate ADI trust account for the strata company;
 - (b) a pooled ADI trust account solely for the strata companies for which the strata manager is a strata manager; or
 - (c) if the strata company has its own ADI account and has authorised the strata manager to use the account, that account, in accordance with section 148 of the Act; and
 - 11.5.6 seek professional advice involving matters that concern the strata company that are not within the strata manager's area of expertise.

12 Penalty for breach of by-law

Subject to section 47, the penalty for a breach of any provision of any Schedule 1 or Schedule 2 by-law may be up to \$2,000 or such greater maximum amount as may from time to time be prescribed under section 47(7).

13 Costs of recovering unpaid contributions and other amounts

- 13.1 If a proprietor refuses or fails to pay to the strata company any amount due for contributions (whether levied under section 100(1) or 100(2)) or any other amount properly due to the strata company, including but not limited to:
 - 13.1.1 to determine that costs incurred under this by-law must be included in the amounts to be raised for the purposes set out in section 100(1)(a)

(specifically, the strata company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and

- 13.1.2 to exercise the function prescribed by section 100(1)(c)(ii) under this by-law, in which case a contribution under that section regarding the costs must be deemed to have been levied on the proprietor by service of notice under sub-bylaw 13.2;
- 13.1.3 the costs of rectifying any works carried out on common property because of an unauthorised instruction or action of that proprietor or the occupier of that proprietor's lot;
- 13.1.4 the costs of remedying a breach of any of the by-laws or any section of the Act committed by that proprietor or the occupier of that proprietor's lot or the invitee of the proprietor or occupier; and
- 13.1.5 the costs of any excess imposed by the strata company's insurer regarding any Claim made on the company's policy which has arisen because of the action or behaviour of the proprietor or occupier of that proprietor's lot including accidental damage to the improvements within the lot and the common property,

the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any court of competent jurisdiction).

- 13.2 All costs in taking action under sub-bylaw 13.1, including, but not limited to:
 - 13.2.1 strata company manager's costs, under the management agreement between the strata company and the strata company manager or as otherwise determined by the strata company;
 - 13.2.2 legal costs on a solicitor / own-client basis; and
 - 13.2.3 debt recovery agency's costs,may be included and claimed in such action. All such costs must be payable by the proprietor:
 - 13.2.4 regarding costs other than legal costs, as liquidated damages; and
 - 13.2.5 regarding legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor / own-client basis, provided always that before issuing any proceedings the strata company must issue or cause to be issued to the proprietor a written notice specifying amounts to that date regarding which such proceedings are to be taken.
- 13.3 If the strata company is precluded from claiming all or any part of the costs incurred under this by-law as liquidated damages, the council is empowered, when required:

- 13.3.1 to determine that costs incurred under this by-law must be included in the amounts to be raised for the purposes set out in section 36(1)(a) (specifically, the strata company's obligation to pay the costs of the parties engaged to assist in the recovery action contemplated by this by-law); and
- 13.3.2 to exercise the function prescribed by section 36(1)(c) under this by-law, in which case a contribution under that section regarding the costs must be deemed to have been levied on the proprietor by service of notice under sub-by-law 13.2.

14 Consent or approval of strata company or council

- 14.1 If the consent or approval of the strata company or council is requested under the Act or the by-laws, the strata company or council must not unreasonably withhold that consent, but otherwise may refuse that request, grant that request or grant that request on such terms as it may reasonably determine.
- 14.2 If the consent or approval of the strata company or council is required under the Act or the by-laws, that consent or approval must only be taken to have been given if it is given in writing.

15 Basis for levying contributions

- 15.1 Contributions under section 100(1)(c)(iii) regarding certain expenses of the strata company will be levied on proprietors according to this by-law and not in accordance with unit entitlement.
- 15.2 In respect of all expenses of the strata company of the residential lifts, residential sanitation cleaning, residential window cleaning and the Facilities, contributions will be levied on the proprietors of the Residential Lots only, in the proportion that the unit entitlement of their respective lots bears to the aggregate unit entitlement of all the Residential lots.
- 15.3 For all other expenses of the strata company, contributions will be levied on proprietors in the proportion that the unit entitlement of their respective lots bears to the aggregate unit entitlement of all the lots.
- 15.4 To avoid doubt, the proprietors of the Commercial Lots will not contribute to the expenses specified in sub-by-law 15.2, and this by-law does not affect the application of section 100(2)(c).

All lots

16 Exclusive Use

- 16.1 In this by-law, exclusive use property means every portion of common property comprising:

- 16.1.1 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 proprietors lot; and
 - 16.1.2 that portion of the common property required for an air conditioning system approved by the strata company under schedule 1 by-law 17.
- 16.2 Subject to section 43, the strata company grants exclusive use of the exclusive use property relevant to the respective lot to each proprietor who gives written consent in a form reasonably required by the strata company.
- 16.3 The strata company may withdraw the exclusive use rights described in this by-law if seven days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property under section 43(3) or fails to remove an air conditioning system under these by-laws.
- 16.4 If a proprietor fails to comply with a notice served by the strata company under sub-by-law 16.3, then the strata company may, at that proprietor's, cost enter the proprietor's lot and the common property to maintain and repair or to replace the proprietor's exclusive use property.

17 Individual Air Conditioning Systems

- 17.1 No proprietor must affix any air conditioning system without the written approval of the council which approval can be withheld if, in the reasonable opinion of the council, the proposed air conditioning system is or is likely to be:
 - 17.1.1 so noisy as to interfere with the peaceful enjoyment of other proprietors, residents or occupiers;
 - 17.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme; or
 - 17.1.3 installed other than within the lot or such part of the common property set aside for that purpose.
- 17.2 If the air conditioning system or any part thereof becoming unsafe or deteriorates, the proprietor must, within seven days of service of a written notice from the strata company, either:
 - 17.2.1 remove the air conditioning system and reinstate and restore any common property to the same state and condition as existed when the air conditioning system was installed; or
 - 17.2.2 replace the air conditioning system.
- 17.3 If a proprietor:
 - 17.3.1 fails to repair and maintain the air conditioning system under these by-laws; or

17.3.2 fails to remove or replace the air conditioning system after receiving written notice from the strata company under sub-bylaw 17.2,

then the strata company may enter upon the proprietor's lot and common property and:

17.3.3 repair and maintain the air conditioning system at that proprietor's cost; or

17.3.4 remove the air conditioning system and reinstate and restore the common property at that proprietor's cost and withdraw the exclusive use rights granted to that proprietor over that portion of the common property required for the air conditioning system.

18 Damage

18.1 Proprietors and occupiers of the Commercial Lots and their invitees must:

18.1.1 pay the costs of repairing any damage to the common property attributable to the use of their Commercial Lot; and

18.1.2 ensure that any common property fixture and fitting or equipment damaged because of the use of their Commercial Lot is repaired and restored to working order to the reasonable satisfaction of the strata company.

19 Signs

19.1 Proprietors and occupiers of the Commercial Lots and their invitees may install a sign to the exterior of their Commercial Lot:

19.1.1 limited to the relevant business name, the description of its business and the business' trademark or insignia;

19.1.2 of a size which does not exceed the dimensions reasonably consented to by the strata company;

19.1.3 in a style substantially similar to signs on any other Commercial Lots and common property in the vicinity and as approved by the strata company;

19.1.4 having no moving, flashing or animated components; and

19.1.5 maintained by the proprietor, occupier or invitee in good repair and condition to the reasonable satisfaction of the strata company.

20 Security

20.1 Each Residential Lot proprietor is provided with 2 security swipe or proximity cards, transmitters or other device (**Devices**) as will activate the pedestrian and vehicle entry gate to the parcel (**Entry System**).

20.2 The Devices remain the personal property of the strata company.

- 20.3 The Residential Lot proprietor is responsible for the safe keeping and safe custody of each Device issued to them.
- 20.4 The strata company will only issue a replacement or an additional Device upon pre-payment of the cost of the replacement or additional Device, and on receipt of a written request of the Residential Lot proprietor or their authorised representative.
- 20.5 If a Device is lost or stolen, the proprietor concerned is responsible for any costs incurred by the strata company in any reprogramming of the Entry System, as well as the cost of the replacement Devices and that proprietor will be reimburse that cost to the strata company on demand.
- 20.6 The strata company will enter into an agreement for the servicing, repair and maintenance of the Entry System and no other person is authorised to remedy any fault or interfere with the operation of the Entry System.

21 Duties of proprietors

- 21.1 A proprietor must:
 - 21.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government regarding their lot other than work for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their lot;
 - 21.1.2 notify the strata company forthwith upon any change of ownership or other dealing in connection with their lot including in the notice an address of the proprietor for service of notices and other documents under the Act;
 - 21.1.3 repair and maintain their lot, and keep it in a state of good and serviceable repair, and, where necessary, renew and replace, the improvements, fixtures and fittings used with the lot which may, in the opinion of the strata company;
 - 21.1.3.1 be unsightly or not of a sufficient state or standard of repair;
 - 21.1.3.2 be beyond repair;
 - 21.1.3.3 harbour vermin, insects or disease; or
 - 21.1.3.4 be or become a nuisance or hazard,
 - and do so whether any nuisance, damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
 - 21.1.4 not allow the escape of water from the balcony onto any lot or the common property;
 - 21.1.5 when given notice of a breach of this by-law, remedy that breach within such period as stipulated in that notice (which must be at least seven days); and

- 21.1.6 if they fail to remedy a breach of this by-law notified under sub-by-law 21.1.3, allow the strata company, by its councillors, employees or agents, to enter the lot and carry out such works as required to effect that remedy and thereafter reimburse the strata company for its reasonable costs of carrying out those works.
- 21.2 If a proprietor grants occupancy rights regarding their lot, they must:
- 21.2.1 not enter into any tenancy, lease or other form of occupancy arrangement for a period of less than six months duration;
- 21.2.2 ensure that each occupier is provided with a copy or a summary of the by-laws and the rules (if any) at the commencement of the occupation;
- 21.2.3 ensure that the occupancy agreement provides that the occupier will comply with the by-laws and the rules (if any) and that any breach of the by-laws will constitute a breach of the occupancy agreement that will entitle the proprietor to terminate the occupancy agreement with the occupier; and
- 21.2.4 if required in writing by the strata company, notify the strata company of any lease of the lot, the name of any lessee, tenant or other occupier and the term of the lease, tenancy or occupation of the lot, in such form as is reasonably required by the strata company.
- 22 Use of and damage to common property**
- 22.1 Proprietor and occupiers must not:
- 22.1.1 damage any common property;
- 22.1.2 use any part of the common property for their own purposes without the written consent of the strata company;
- 22.1.3 erect, alter or remove any common property fixture and fitting without the consent of the strata company; or
- 22.1.4 store any material in or on any area set aside for parking or landscaping or within any vehicular access areas.
- 22.2 If a proprietor, occupier or their invitee damages common property, the proprietor of the lot concerned must indemnify the strata company for the cost of making good that damage.
- 23 Responsibility for invitees**
- 23.1 Proprietors and occupiers must:
- 23.1.1 take reasonable steps to ensure that their invitees observe and comply with the by-laws and the rules (if any) and if they cannot ensure such compliance,

then upon notice from the strata company, they must take all reasonable steps to have the invitees leave the parcel immediately; and

- 23.1.2 compensate the strata company for any damage, loss or expense occasioned by the strata company caused or contributed to by invitees of the proprietor or occupier.

24 Moving furniture or large objects

- 24.1 Proprietors and occupiers must not transport any furniture or large object through or within the parcel unless they:
- 24.1.1 have first given to the strata company sufficient notice of their intention to do so to enable the building manager or, in the absence of the building manager, a person authorised by the strata company, to install the lift protection blankets on reasonable notice and at an agreed time; and
- 24.1.2 take all reasonable steps to prevent damage to the common property.
- 24.2 If required by the strata company, proprietors and occupiers intending to transport any furniture or large object through or within the parcel must pay a security deposit of an amount determined by the strata company, and any damage, cleaning, repair or other cost attributable to the actions of the person transporting the furniture or large object may be deducted from that deposit.

25 Alterations to lots

- 25.1 In this by-law, "Works" means any structural alterations, extensions or additions, office fit-out, renovations or associated works to a lot.
- 25.2 A proprietor must not commence any Works unless they have:
- 25.2.1 obtained and complied with approvals of the strata company required under sections 87 and 89;
- 25.2.2 obtained all the necessary approvals and permits of the local government and any other competent public authority;
- 25.2.3 given to the strata company at least 14 days written notice of the Works, copies of relevant plans and specifications and approvals and permits obtained from the local government and any other competent public authority, and a dilapidation report prepared by a suitably qualified and independent contractor covering the common property over or through which any building or other materials are to be transported or stored; and
- 25.2.4 indemnified the strata company against all Claims arising from or related to the proprietor undertaking the Works, and that is occasioned wholly or in part by any wilful or negligent act or omission or by any breach of this by-law,

any duty of care or the strata company's consent by the proprietor, or by any other person undertaking the Works with the consent of the proprietor.

- 25.3 In causing or allowing any Works of any kind to be carried out on their lot, a proprietor must ensure that:
- 25.3.1 all trades' vehicles permitted by these by-laws are parked, stored or kept within that part of the lot intended for use as a car bay;
 - 25.3.2 no rubbish or building materials are stored on or within the common property without the consent of the strata company;
 - 25.3.3 no security door or gate within the scheme remains open while the Works are carried out;
 - 25.3.4 any common property damaged is cleaned and restored to the same state and condition as it was before the Works commenced;
 - 25.3.5 access to or egress from the lot by all trades bringing materials to the lot to carry out the Works is pre-arranged with the strata company;
 - 25.3.6 no noxious or offensive activity is carried on between 5.00 p.m. and 7.00 a.m. on any day, after 12 noon on Saturday or at any time on Sunday;
 - 25.3.7 no mechanical or pneumatic tools is used between 5.00 p.m. and 7.00 a.m. on any day, after 12 noon on Saturday or at any time on Sunday;
 - 25.3.8 nothing is done that interferes with the quiet and peaceful enjoyment of or causes a nuisance to a proprietor or occupier of another lot; and
 - 25.3.9 all Works are carried out in an enclosed environment to prevent the escape of dust, debris and other materials from the lot.

26 Blockage of drainage pipes

- 26.1 The toilets and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substance must be deposited.
- 26.2 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 by-law 26.1 must be borne by the proprietor whether the blockage is caused by their own actions or the occupier of their lot or their invitees.

27 Instructing contractors

- 27.1 Proprietors and occupiers must not instruct any contractor or worker engaged by the strata company, unless authorised to do so by the building manager or, in the absence of the building manager, the strata company.

- 27.2 If a proprietor or occupier instructs a contractor or worker without authorisation, that proprietor must pay to the strata company of any additional cost or expense to the strata company arising from that instruction and must pay the cost of removing or altering any work performed by the contractor or worker under that instruction.

28 Animals

- 28.1 Subject to section 46(h) and (i), proprietors and occupiers must not bring or keep rodents, reptiles or invertebrates on the parcel, and without the written consent of the strata company, bring or keep any other animal on the parcel.
- 28.2 The strata company will not withhold its consent if the animal is of a breed or size that is, in its reasonable opinion, suitable to be kept as a domestic pet in the scheme.
- 28.3 A person to whom consent has been given must:
- 28.3.1 be responsible for the health, hygiene, control and supervision of the animal in their care;
 - 28.3.2 ensure that, except for direct passage to and from the lot, the animal does not enter or remain within any parts of the facilities or the common property other than as may be set aside for that purpose;
 - 28.3.3 prevent any animal in their care from regularly making a noise or behaving in a manner that disturbs another proprietor, occupier or their resident or their invitees; and
 - 28.3.4 take every action reasonably necessary to remedy a breach of sub by-law 28.3.1, 28.3.2 or 28.3.3 within 14 days after receiving written notice to do so from the strata company.
- 28.4 A person to whom consent has been given must not keep any animal on the parcel if:
- 28.4.1 the keeping of the animal breaches any requirement of the local government;
 - 28.4.2 they have failed to comply with a notice given by the strata company under sub-by-law 28.3.4; or
 - 28.4.3 they have received three notices issued under sub-by-law 28.3.4 within a 12-month period.
- 28.5 A person to whom consent has been given must indemnify and keep indemnified the strata company against all Claims arising from or related to the animal the subject of any consent and that is occasioned wholly or in part by any wilful or negligent act or omission, breach of this by-law or breach of duty of care by the person to whom consent has been given.



Conduct By-Laws

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



- 28 Services
- 29 Insurance of Commercial Lots
- 30 Use of Residential lots

1 Duties of proprietors and occupiers

1.1 Proprietors and occupiers must:

- 1.1.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or their invitees;
- 1.1.2 take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor and occupier of another lot or of any person lawfully using common property; and
- 1.1.3 take all reasonable steps to ensure that their invitees comply with the by-laws; and
- 1.1.4 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to a proprietor or occupier of another lot or their invitees.

1.2 Proprietors and occupiers must not use the lot they own or occupy for any:

- 1.2.1 purpose that may be illegal or injurious to the reputation of the scheme;
- 1.2.2 use not approved by the local government; or
- 1.2.3 auction, garage sale or similar disposal sale of goods.

2 Power to decorate, etc.

A proprietor or occupier may, without obtaining the consent of the strata company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of their lot and affix locking devices, flyscreens, furnishings, furniture and other similar things to that surface, if and so long as that does not unreasonably damage the common property.

3 Signs

- 3.1 Proprietors and occupiers of Residential Lots must not display any sign, any 'for sale', 'to let' or any other advertising, placard, banner, pamphlet or like matter on any part of their lot or the common property in such a way that it is visible from the outside of the building.
- 3.2 To avoid doubt, this by-law does not apply to Commercial Lot proprietors and occupiers.

4 Vehicles and parking

- 4.1** Proprietors and occupiers must not cause or permit any bicycle, motor cycle, trailer, boat, motor or other vehicle to park or stand:
- 4.1.1** on the common property, other than with the consent of the strata company;
 - 4.1.2** in such a position where it is a nuisance to another proprietor or occupier or it unreasonably obstructs access to or egress from any other car bay or the common property;
 - 4.1.3** in such a position where it unreasonably obstructs access to or egress from any other bicycle, motor cycle, trailer, boat, motor or other vehicle lawfully parked; and
 - 4.1.4** if its length or width exceeds the marked limits of the designated car bay, whether part of a lot or the common property.
- 4.2** Proprietors and occupiers must not:
- 4.2.1** drive any vehicle at over 10 km/h on the parcel;
 - 4.2.2** conduct repairs on or restoration to any motor or other vehicle on the parcel other than to remove it from the parcel;
 - 4.2.3** use a designated parking bay for any purpose other than parking a bicycle, motor cycle, trailer, boat, motor or other vehicle;
 - 4.2.4** on any part of the parcel intended for use as a car bay:
 - (a) erect any form of structure;
 - (b) store any commercial, household or other goods; or
 - (c) allow any accumulation of rubbish or waste materials;
 - 4.2.5** allow a person to park a motor vehicle in the owner's residential part lot car bay (Car Bay) unless that person is:
 - (a) the owner of that residential lot;
 - (b) the occupier of that part of the residential lot that is not used as a car bay; or
 - (c) the owner of another residential lot within the strata scheme who has the written approval of the owner of the Car Bay.
 - 4.2.6** use or permit the use of a car bay that is part of their lot for any purpose other than private residential use without the consent of the strata company; and

4.2.7 use or permit the use of a car bay that is part of their lot for any purpose that causes the strata company to be in breach of the Perth Parking Management Act 1999 (WA) or the Perth Parking Management (Taxing) Act 1999 (WA).

4.3 A proprietor and occupier may permit an invitee to park their vehicle on their part-lot car bay, subject to compliance with all by-laws.

5 Obstruction of common property

Proprietors and occupiers must not obstruct lawful use of common property by any person or cause 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 the common property to any person lawfully using the same.

6 Nuisance

6.1 Proprietors and occupiers must not allow or cause:

- 6.1.1 the volume of musical instruments, radios, sound systems, televisions and the like to be at a level;
- 6.1.2 any loud or objectionable noise to be made within the parcel;
- 6.1.3 any noxious odours; and
- 6.1.4 any activity upon the parcel,
- 6.1.5 that may interfere with the peaceful enjoyment of or cause a nuisance to another proprietor, occupier or their invitees;

6.2 horns, whistles, bells or other sound devices (other than security and warning devices used exclusively for that purpose), noisy or smoky vehicles, machinery power equipment or power tools or items which interfere with television or radio reception to be conducted, located, used or placed on the parcel, without the consent of the strata company; and

6.3 any fire to be lit on the parcel, including fires used for heating, wood fired pizza ovens, burning of garden or other rubbish.

7 Behaviour of proprietors and occupiers

7.1 Proprietors and occupiers must:

- 7.1.1 be adequately clothed when upon common property;
- 7.1.2 not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupiers must not of another lot or to any person lawfully using common property; and
- 7.1.3 not ride bicycles, skateboards, rollerblades or similar equipment on the common property.



8 Rubbish disposal

8.1 Proprietors and occupiers must:

- 8.1.1 not deposit or throw upon the parcel any household or commercial waste, packaging materials, dirt, dust or other similar materials (Rubbish) likely to interfere with the peaceful enjoyment of another proprietor, occupier or of any person lawfully using the common property;
- 8.1.2 ensure that the health, hygiene and comfort of another proprietor or occupier of any other lot or their invitees is not adversely affected by their storage or disposal of Rubbish;
- 8.1.3 not deposit or throw upon the parcel any Rubbish likely to interfere with the peaceful enjoyment of another proprietor or invitee;
- 8.1.4 maintain within their lot, in clean and dry condition and adequately covered, an adequate receptacle for Rubbish;
- 8.1.5 ensure that placement and disposal of Rubbish in the bins provided for their lot for that purpose causes no accumulation of rubbish outside of those bins; and
- 8.1.6 comply with all local government requirements relating to the disposal of Rubbish.

9 Drying of laundry items

Proprietors and occupiers must not, except with the consent of the strata company, hang any washing, towel, bedding, clothing or other similar article on any part of the lot in such a way as to be visible from outside the parcel.

10 Storage of chemical and other substances

Proprietors and occupiers must not, except with the consent of the strata company, use or store upon the lot or upon 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 or other vehicle or internal combustion engine.

11 Floor coverings

- 11.1 Each proprietor must ensure that all floor space within its lot is covered or otherwise treated with materials approved by the strata company to an extent sufficient to prevent the transmission of noise likely to disturb other proprietors.
- 11.2 If the strata company reasonably determines that a proprietor is not complying with by-law 11.1, the strata company may (without limiting any of the strata company's other rights) issue the proprietor with a notice requiring the proprietor to advise the strata

company of the rectification works that it proposes to undertake within 14 days
(Rectification Works).

11.3 The Rectification Works must:

- 11.3.1 comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing; and
- 11.3.2 any floor finish must achieve an LnT,w rating to satisfy the BCA requirements or 50 dB, whichever is the lower rating or meet any other minimum standard for acoustic performance set by the council of the strata company (Acoustic Standard).

11.4 The proprietor must arrange for the Rectification Works to be completed within 60 days of the strata company approving the Rectification Works.

11.5 Subject to by-laws 11.1 to 11.4, a proprietor:

must obtain the council's prior written consent before replacing the floor finish within the proprietor's lot; and

- 11.5.1 acknowledges that the council may withhold the consent where the replacement floor finish will not meet the Acoustic Standard.

11.6 Each proprietor will:

- 11.6.1 to the extent reasonably possible, only use footwear in its lot; and
- 11.6.2 if necessary, ensure that all furniture in its lot is fitted at all times with suitable floor pads,

that will prevent the transmission of noise likely to disturb any other proprietor.

12 Floor loading

12.1 Proprietors and occupiers must not do anything that exceeds the maximum floor loading or may cause excessive stress or floor loading on any part of the parcel.

12.2 Under this by-law, the maximum floor loadings are as per AS1170.1:

- 12.2.1 Car park and common property: 2.5kpa live load;
- 12.2.2 Residential lots: 1.5kpa live load; and
- 12.2.3 Commercial lots: 3kpa live load.

13 Alcohol, tobacco and drugs

13.1 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must ensure that the consumption of alcohol on the common property does not cause any nuisance or

interference with the quiet and peaceful enjoyment of the common property by other proprietors, occupiers or their invitees.

- 13.2 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must take all reasonable steps to ensure that the consumption of alcohol on their lot does not cause any nuisance to or interference with the quiet and peaceful enjoyment of the proprietor or occupier of another lot or their invitees.
- 13.3 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must not allow or cause the sale or use of any drug prohibited by law on the parcel.
- 13.4 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees must not smoke on the common property.
- 13.5 Under section 44 of the Act and for the benefit of all the proprietors, occupiers and their invitees, proprietors, occupiers and their invitees may smoke tobacco within the confines of its lot, provided that the proprietor or occupier:
- 13.5.1 ensures that smoke from their lot does not enter the common property or any other lot; and
- 13.5.2 takes all reasonable action to ensure that any smoking on their lot does not disturb other proprietors or occupiers.

14 Appearance of lots

- 14.1 Proprietors and occupiers must not, without the consent of the strata company, maintain within their lot anything visible from outside the lot that, in the reasonable opinion of the strata company, when viewed from outside the lot, is not in keeping with the development on the parcel.
- 14.2 Proprietors and occupiers must not, without the consent of the strata company hang window treatments visible from outside the lot unless those window treatments have a backing of a colour and design approved by the strata company.
- 14.3 The strata company may require removal of any window treatments in a lot visible from outside the lot that are not, in the reasonable opinion of the strata company, in keeping with the development on the parcel.

15 Must advise of defects

- 15.1 Proprietors and occupiers must promptly advise the strata company of any accident to, defect in, or want of repair regarding the supply of sewer, water, gas, electricity, telephone or any other service within their lot or common property that comes to their knowledge.

- 15.2 Subject to section 95, the strata company has authority to enter upon any lot and common property at all reasonable times, by its agents or contractors, having regard to the urgency, to carry out repairs and renovations to common property or to remedy defects on a lot as may be necessary.

16 Antennae

No television, radio, audio, electronic antenna or devices of similar type or for a similar purpose must be erected, constructed, placed or remain on the parcel, without the consent of the strata company. Such consent may be conditionally given to ensure that no interference occurs with MATV or other communication transmission equipment or services.

17 Security and fire safety

- 17.1 Proprietors and occupiers must not do or permit anything to be done which may prejudice the security or safety of the parcel or the common property and must ensure that any fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 17.2 Proprietors and occupiers must not:
- 17.2.1 interfere with any safety equipment;
 - 17.2.2 obstruct any fire escape or stair well; nor
 - 17.2.3 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.

18 Use of Facilities

- 18.1 No child under 16 may enter or use the Facilities unless accompanied by an adult person exercising effective control of that child.
- 18.2 A proprietor who has granted occupancy rights of any nature to another person must not enter or use the Facilities, except with the written consent of the strata company.
- 18.3 Subject to sub-bylaw 18.4, only occupiers of the Residential Lots and their invitees can enter and use the Facilities.
- 18.4 Proprietors and occupiers of the Commercial Lots and their invitees must not enter or use the Facilities, except with the written consent of the strata company.
- 18.5 Any person using the Facilities must not, without the written consent of the strata company:
- 18.5.1 exclude any other person entitled to use the Facilities; or
 - 18.5.2 use the Facilities for any business or commercial purpose.
- 18.6 A person who enters or uses the Facilities must not:
- 18.6.1 be under the influence of drugs or alcohol;

- 18.6.2 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
- 18.6.3 do so unless suitably attired;
- 18.6.4 permit any animal to enter the Facilities;
- 18.6.5 leave any Rubbish in the Facilities, except in a receptacle provided for that purpose;
- 18.6.6 smoke in the Facilities;
- 18.6.7 improperly use, damage or remove any furniture, fixture and fitting, equipment or chattel in the Facilities;
- 18.6.8 tamper with any equipment or signage in the Facilities; nor
- 18.6.9 do so outside the permitted times for the Facilities;

19 Use of Pool Area

- 19.1 In this by-law:
 - "Pool Area" includes the Swimming Pool and adjacent areas; and
 - "Swimming Pool" means the common property swimming pool and spas on the first floor level, including all associated surrounds, enclosures, pumps, filters and other accessories installed or used in connection with the use, safety, hygiene or management of the Swimming Pool;
- 19.2 This by-law regulating the use of the Pool Area is in addition to and not in substitution of any other by-law or rule relating to the use and enjoyment of the Facilities.
- 19.3 A person using the Pool Area must not:
 - 19.3.1 spit, urinate or defecate in the Pool Area;
 - 19.3.2 use soap, detergent or any other substance that may foul or pollute the Swimming Pool;
 - 19.3.3 climb up or onto any fence, partition, roof or raised object in the Pool Area other than one intended for that purpose;
 - 19.3.4 enter and exit the Pool Area except through the gates and doors designed for that purpose;
 - 19.3.5 enter or use the Pool Area if affected by or suffering from any infectious or contagious disease or skin complaint; nor
 - 19.3.6 use or leave drinking glasses, bottles or any other glass container within two metres of the Swimming Pool.

20 Cleaning of windows and balcony balustrades

Proprietors and occupiers of the Residential Lots must keep clean all glass in windows and doors on the boundary of their lot and all roof and skylight windows (if applicable) other than those parts that are common property and those parts that cannot be cleaned safely and without risk of injury to the proprietor or occupier.

21 Strata company may adopt rules and policies

- 21.1 The strata company by its council may adopt rules and policies, additional to the by-laws, and those rules and policies may only be made, revoked, amended or added to by the council at a properly constituted council meeting.
- 21.2 No rule or policy made under this by-law can operate to be inconsistent with the Act or the by-laws.
- 21.3 Rules and policies may be adopted regarding, but are not limited to, the following matters:
 - 21.3.1 access devices;
 - 21.3.2 access to common property;
 - 21.3.3 by-law compliance and enforcement;
 - 21.3.4 debt recovery;
 - 21.3.5 fire and emergency procedures;
 - 21.3.6 goods delivery;
 - 21.3.7 use of common property;
 - 21.3.8 parking;
 - 21.3.9 safety and security;
 - 21.3.10 alarms and warning devices;
 - 21.3.11 shade devices;
 - 21.3.12 signs;
 - 21.3.13 speed limits;
 - 21.3.14 traffic control;
 - 21.3.15 window treatments; and
 - 21.3.16 pets.

22 Fire Protection

- 22.1 The BCA states several performance requirements that a building design must meet.

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

- 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:
- 22.3.1 complying with the Deemed-to-Satisfy Provisions of the BCA; or
 - 22.3.2 formulating an alternative solution which:
 - (a) complies with the performance requirements; or
 - (b) is at least equivalent to the Deemed-to-Satisfy provisions; or
 - 22.3.3 a combination of sub-bylaws 22.3.1 and 22.3.2;
 - 22.3.4 the Original Proprietor has adopted the following alternative solutions which satisfies the performance requirements:
 - (a) the provision of solid core doors with smoke seals to the front entry doors of apartments in lieu of the doors;
 - (b) the deletion of sprinkler protection to the residential balconies;
 - (c) the deletion of fire collars to plumbing penetrations in the bathrooms areas of the Apartments; and
 - (d) the deletion of sprinkler protection to the front low rise podium buildings

(together, **Alternative Solution**).

WARNING

By 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.

- 22.4 Each proprietor must notify their own insurer of the adoption of the Alternative Solution and the warning in this by-law.
- 22.5 The strata company must notify its insurer of the adoption of the Alternative Solution and the warning in this by-law.
- 22.6 To the extent permitted by law, the strata company and each proprietor and any other person having an estate or interest in respect of a lot of whatever nature and howsoever-arising releases the Original Proprietor and its officers and agents from all Claims that may arise by the adoption of the Alternative Solution.
- 22.7 The strata company must maintain the fire protection equipment and systems in or about the common property under the following standards:
- 22.7.1 Fire Protection Equipment - A.S.1851;

- 22.7.2 Fire Hose Reels - A.S. 1851.2 - 1995;
- 22.7.3 Fire Hydrants - A.S. 1851.4 - 1992; and
- 22.7.4 Pumpset System - A.S. 1851.14 - 1996.
- 22.8 The strata company must implement a system for proprietors and occupiers to:
 - 22.8.1 evacuate the car park in an emergency; and
 - 22.8.2 operate hose reels and fire extinguishers.
- 23 **By-laws to be kept and available**

Proprietors must ensure that a copy of or summary of the by-laws is kept on the lot and that every occupier knows the requirements of the by-laws.
- 24 **Service of notices and documents**
 - 24.1 Under section 125 and the Electronic Transactions Act 2003 (WA), notices and documents, including but not limited to notices and minutes of general meetings, notices of infringement of by-laws and invoices, may be served by the strata company by email or by other electronic means on any proprietor who has given consent to that method of service.
 - 24.2 The proprietors acknowledge that the Act obliges the strata company to allow any qualified applicant to inspect and obtain copies of all records relating to those notices and documents and their service on any proprietor.
- 25 **Electronic surveillance**
 - 25.1 Under section 44 of the Act and for the benefit of all the proprietors and occupiers, the strata company must deploy, use and maintain a system of electronic surveillance of the parcel by closed circuit television cameras on the common property (System).
 - 25.2 The strata company will:
 - 25.2.1 cause signage to be prominently displayed throughout the common property advising of the System; and
 - 25.2.2 develop a surveillance policy specifying in more detail the purpose of the System, the availability of the recordings generated by the System (Recordings) and make this policy available to all proprietors on request.
 - 25.3 The Recordings and information about the Recordings will only be provided to a:
 - 25.3.1 Person authorised to service the System;
 - 25.3.2 a councillor on the written instruction of the council that they do so to assist in determining whether a breach of the Act or the by-laws has been committed or to allow them to repair, maintain, renew or replace the System;

- 25.3.3 a manager or other agent of the strata company on the written instruction of the council that they do so to assist in determining whether a breach of the Act or the by-laws has been committed or to allow them to repair, maintain, renew or replace the System;
 - 25.3.4 proprietor or occupier or their agent with the written consent of the council;
 - 25.3.5 person under and as required by order of a court or tribunal; and
 - 25.3.6 law enforcement agency on its written request.
- 25.4 Notwithstanding section 109, if the consent of the council is requested under sub-by-law 25.3.4, the council:
 - 25.4.1 must refuse that request if it reasonably determines that making the Recordings or information about the Recordings available as requested would breach a lawful obligation upon it or would not benefit the strata company; and
 - 25.4.2 may otherwise, as it reasonably determines, refuse that request, grant that request or grant that request on terms.
- 25.5 Notwithstanding section 109, the terms on which an instruction is made under sub-by-laws 25.3.2 or 25.3.3 or a request is granted under sub-by-law 25.4.2 may include, amongst other things, that the:
 - 25.5.1 specified part of the Recordings or information about the Recordings will be provided;
 - 25.5.2 Recordings may only be viewed by a specified person and in a manner and at a place specified;
 - 25.5.3 Recordings are not to be copied or transmitted in any way; and
 - 25.5.4 Recordings may not be displayed on any other system or in any other format.

Commercial Lots

26 Use of Commercial Lots and Facilities

- 26.1 Proprietors and occupiers of a Commercial Lot and their invitees must use their lot:
 - 26.1.1 solely for commercial purposes, in an orderly and reputable manner, consistent with the high standard and quality of the scheme; and
 - 26.1.2 in accordance with any restrictions applying to the nature of the business conducted on that lot.
- 26.2 Proprietors and occupiers of the Commercial Lots and their invitees must not allow use of their Commercial Lot:

- 26.2.1 for any purpose, activity or occupation which would be in breach of any law, regulation or by-law;
 - 26.2.2 as a residence;
 - 26.2.3 to conduct any auction or public meeting;
 - 26.2.4 in a manner which causes a nuisance to other proprietors, occupiers or their invitees;
 - 26.2.5 in an excessively noisy, noxious or offensive manner; and
 - 26.2.6 requiring plant or machinery likely to create a nuisance to other proprietors, occupiers or their invitees, due to noise, vibration, odours or otherwise.
- 26.3 Proprietors and occupiers of the Commercial Lots and their invitees must obtain, comply with and supply to the strata company upon request all approvals, consents and licences required for the conduct of the business and their use of their Commercial Lot.
- 26.4 Proprietors and occupiers of the Commercial Lots and their invitees must comply with all laws, regulations and by-laws relating to:
 - 26.4.1 the use and occupation of their Commercial Lot for the use intended by the proprietor, occupier or invitee;
 - 26.4.2 their Commercial Lot by the number of the people working in or entering the Commercial Lot;
 - 26.4.3 the fixtures and fittings, machinery, plant and equipment in or about a Commercial Lot;
 - 26.4.4 occupational health, safety and environmental matters; and
 - 26.4.5 fire fighting equipment.
- 26.5 Proprietors and occupiers of the Commercial Lots and their invitees must not enter or use the Facilities, except with the written consent of the strata company.
- 27 **Storage, cleaning and rubbish disposal**
 - 27.1 Proprietors and occupiers of the Commercial Lots and their invitees must not:
 - 27.1.1 store or use any toxic or hazardous chemical or explosive substances on their Commercial Lot;
 - 27.1.2 allow rubbish to accumulate on their Commercial Lot; or
 - 27.1.3 purposely break bottles in any receptacle on the parcel.
 - 27.2 Proprietors and occupiers of the Commercial Lots and their invitees must:
 - 27.2.1 keep their Commercial Lot clean;
 - 27.2.2 clean the:

- (a) floor and the interior walls of the lot;
 - (b) internal and external surfaces of windows; and
 - (c) fixtures and fittings, equipment and furnishings,
- as frequently as required to maintain them in a condition appropriate to the business being conducted on the Commercial Lot and to the reasonable satisfaction of the strata company;
- 27.2.3 place rubbish outside their Commercial Lot for collection only in those areas and at those times and for those periods from time to time set by the strata company;
 - 27.2.4 lock external doors and windows and secure their Commercial Lot against unauthorised entry whenever the lot is not open for business or is unoccupied; and
 - 27.2.5 keep their Commercial Lot free and clear of all rodents, vermin, insects, termites and other pests, and if the proprietor, occupier or invitee fails to do so, the proprietor must employ pest controllers approved by the strata company to carry out the work.

28 Services

- 28.1 Proprietors and occupiers of the Commercial Lots and their invitees must:
 - 28.1.1 not use the toilets, sinks, drainage or plumbing (Services) on the Commercial Lot for purposes other than those for which they were designed;
 - 28.1.2 not place in any of the Services, rubbish, chemicals, contaminants and other substances which they are not designed to receive or which would infringe health or environmental regulations;
 - 28.1.3 repair any damage caused to any Services of those Services by a breach of this by-law;
 - 28.1.4 not install or any electrical equipment which may overload the cables, switchboards and other equipment that supply electricity to the scheme or to the Commercial Lot; and
 - 28.1.5 disconnect their electrical installation, alter or upgrade the electrical supply system at their cost so it will suffice for any additional load imposed by the proprietor, occupier or invitee's installations.

29 Insurance of Commercial Lots

- 29.1 Proprietors and occupiers of the Commercial Lots must, at their cost, effect and maintain policies with a public insurance company to cover:

- 29.1.1 all plate glass (if any) in the Commercial Lot against damage or destruction to the full insurable value thereof;
- 29.1.2 public liability with a cover of not less than \$20 million dollars or any greater sum which the council may from time to time reasonably specify regarding any one occurrence; and
- 29.1.3 all Claims arising from or out of any occurrence at or near the Commercial Lot or occasioned wholly or in part by an act, neglect, default or omission by the proprietor or occupier of the Commercial Lot or their invitees.
- 29.2 All monies recovered regarding any insurance under this by-law must be expended promptly by the Commercial Lot proprietor in the satisfaction, reinstatement or replacement of those items for which the monies are received if those monies are sufficient for the purpose and the Commercial Lot proprietor must make up any deficiency from his own monies.
- 29.3 Each Commercial Lot proprietor must, not later than seven days before the date for payment specified in the first premium notice or demand received, pay all premiums for the insurance to be effected and maintained by the Commercial Lot proprietor and on demand must produce evidence of the policies and their renewal which the council may reasonably require.

Residential Lots

30 Use of Residential lots

- 30.1 A proprietor and occupier of a Residential Lot may conduct a business from the lot, provided that:
 - 30.1.1 they do not invite customers of the business to visit the lot to conduct the business;
 - 30.1.2 the conduct of the business from the lot does not breach any statute, by-law or regulation;
 - 30.1.3 the conduct of the business causes no inconvenience to the proprietors, occupiers or invitees of any other lot; and
 - 30.1.4 the business does not involve the manufacture, storage or vending of goods.

31 Insurance

- 31.1 The strata company will at all times ensure that an insurance policy in accordance with section 97(1) of 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 is necessary from time to time.
- 31.2 A proprietor will not do anything that will result in the cancellation of any insurance policy under By-law 31.1.

- 31.3 A proprietor will not do anything that will increase the insurance premium under any insurance policy under By-law 31.1, without the prior written consent of the strata company.
- 31.4 By-laws 31.1 to 31.3 do not limit a proprietor's rights under section 99 of the Act.
- 31.5 For the purposes of section 98 of the Act, the strata company may pass on any increase in its insurance premiums to the relevant proprietor by way of increased levy contributions or any other form of reimbursement.
- 31.6 A proprietor will be liable for any insurance excess arising from damage, including water damage, incurred:
- 31.6.1 in a lot;
 - 31.6.2 in an adjoining lot; or
 - 31.6.3 in common property,
- occasioned by:
- 31.6.4 that proprietor's breach of these By-laws; or
 - 31.6.5 as a result of the negligence of the proprietor (Negligence).
- 31.7 For the purposes of By-law 31.6, the meaning of Negligence includes:
- 31.7.1 negligence as commonly understood; and
 - 31.7.2 without limitation, where:
 - (a) a proprietor has been given notice by the strata company, including, without limitation, a notice to replace any flexible hosing related to water within their lot;
 - (b) has failed to comply with that notice; and
 - (c) damage has occurred as a result.
- 31.8 Any insurance excess applied against the strata company as a result of loss or damage caused by a proprietor will be recovered as a levy against that proprietor.
- 31.9 If the cost of repairing the damage referred to in by-law 6 (Damage) is less than the insurance excess relating to that Damage, the strata company may:
- 31.9.1 elect to repair the Damage without making an insurance claim (Repair); and
 - 31.9.2 require the proprietor to reimburse the strata company the full cost of the Repair.



Part 4 – By-laws of Significance

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

By-law number(s)

Staged subdivision by-laws³: _____

**By-law under planning
(scheme by-laws) condition⁴:** _____

Exclusive use by-laws⁵: _____

³ Refer *Strata Titles Act 1985* section 42.

⁴ Refer *Strata Titles Act 1985* section 22.

⁵ Refer *Strata Titles Act 1985* section 43.



Part 5 – Attachments

- ☐ **Consent Statement – Designated Interest⁶ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

⁶ Refer to section 3(1) of the Act for the meaning of designated interest.

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



Part 6 – Execution

Date of Execution: 18.11.2020

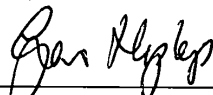
1. Common Seal


The common seal of the Owners of
THE WESTRALIAN STRATA SCHEME
47949
is fixed to this document in accordance with section 118
of the *Strata Titles Act 1985* in the presence of:



Member of Council:

Member of Council:


Signature
GAVIN ALEXANDER HYSLOP
Full Name
CHAIR PERSON
Delegation⁸
9.
Lot Number


Signature
NEIL LESLIE WALKER
Full Name
TREASURER
Delegation⁸
31
Lot Number

OR

⁷ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

⁸ Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.





Approved Form 2020-43914
Effective for use from: 15/07/2020

2. No Common Seal

Signed for and on behalf of the Owners of⁹ _____ in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*¹⁰.

☐ Member of Council / ☐ Strata Manager¹¹:

☐ Member of Council / ☐ Strata Manager¹¹:

Signature

Signature

Full Name

Full Name

Delegation¹²

Delegation¹²

Lot Number

Lot Number

⁹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

¹⁰ Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

¹¹ Select whichever is applicable.

¹² Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.





O568889 SB

27 Nov 2020 15:49:38 Perth



[SB] Scheme By-laws – First Consolidation

Lodged by:¹³

Address:

Phone Number:

Fax Number:

Reference Number:

Issuing Box Number:

B Strata Manager
PO Box 7099
SHENTON PARK WA 6008
9382 7700

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

Prepared by:

Address:

Phone Number:

Fax Number:

Reference Number:

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. SP 47949
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹³ Lodging Party Name may differ from Applicant Name.