

# Attachment 3



OFFICE USE ONLY  
**0401073 SB**  
05 May 2020 08:30:00 Perth

**SB** Scheme By-laws – New Scheme

Lodged by:<sup>11</sup> IRDI Legal

Address: 248 Oxford Street  
LEEDERVILLE WA 6008

Phone Number: 9443 2544

Fax Number: 9444 3808

Reference Number: API:20180543

Issuing Box Number: 243V

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

Prepared by: IRDI Legal

Address: 248 OXFORD STREET  
LEEDERVILLE WA 6008

Phone Number: 9443 2544

Fax Number: 94443808

Reference Number: API:20180543

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. **Evidence: Attachment – Scheme By-Laws**
2. **Mortgagee consent**
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OFFICE USE ONLY

Landgate Officer

Number of Items Received: \_\_\_\_\_

Landgate Officer Initial: \_\_\_\_\_

<sup>11</sup> Lodging Party Name may differ from Applicant Name.



## Attachment – Scheme By-Laws

### Schedule 1 – Governance By-Laws

#### 1 Definitions and Interpretation

##### 1.1 Definitions

The following words have these meanings in the Schedule 1 and Schedule 2 by-laws unless the contrary intention appears:

- (a) **Act** means the *Strata Titles Act 1985 (WA)*.
- (b) **Alfresco Areas** means any outdoor or open air eating, drinking or entertainment area adjacent to or comprised in a Commercial Lot.
- (c) **Building** means the building on the parcel.
- (d) **Commercial Lots** means Lots 1 to 6 inclusive on the strata plan.
- (e) **Development** means the development comprising the lots and common property on the strata plan.
- (f) **Eatery Lot** means any Commercial Lot used as a cafe, kiosk, brasserie, bar, restaurant or takeaway premises.
- (g) **Excluded Dog** means:
  - (i) a Pit Bull Terrier;
  - (ii) a Doberman Pinscher;
  - (iii) any dog prohibited from importation into Australia by the Commonwealth government, and
  - (iv) an unregistered or dangerous dog under the *Dog Act 1976 (WA)*.
- (h) **Land** means the land comprised in the strata plan.
- (i) **Local Government** means the local government having jurisdiction over the land.
- (j) **Original Proprietor** means the registered proprietor of the Land at the time that the scheme was constituted by registration of the strata plan.
- (k) **Residential Complex** means that part of the Building which includes the lots comprising:
  - (i) the Residential Lots; and
  - (ii) the common property that may be used by the proprietors of the Residential Lots.
- (l) **Residential Lots** means Lots 7 to 59 inclusive on the strata plan.
- (m) **Residential Recreational Facilities** means the pool, gym and other recreational facilities situated on the common property in the Residential Complex.
- (n) **Small Dog** means any breed of dog which:
  - (i) at its full grown size does not exceed 10 kilograms, and
  - (ii) is not an Excluded Dog.
- (o) **Strata Manager** means any person who is appointed from time to time as such by the strata company pursuant to these by-laws.

- (p) **Unit Entitlement Basis** means, in respect of contributions by proprietors to the administrative expenses fund and the reserve fund, the levying of those contributions in proportion to the unit entitlements of their respective lots.

## 1.2 Interpretation

In the Schedule 1 and Schedule 2 by-laws:

- (a) Reference to any statute or statutory provision includes a reference to:
- (i) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
  - (ii) all statutory instruments or orders made pursuant to it.
- (b) Words denoting the singular number shall include the plural and vice versa.
- (c) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (d) A reference to a person includes a natural person and an incorporated entity.
- (e) Headings are inserted for convenience only and shall not affect the construction or interpretation of a Schedule 1 or Schedule 2 by-law.
- (f) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 by-laws have the same meaning as defined in the Act.

## 2 Duties of proprietor, occupiers etc.

- (1) A proprietor shall —
- (a) forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
  - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall —
- (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
  - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall —
- (a) 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 residents, or of their visitors; and
  - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier; and
  - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or

other resident of another lot or of any person lawfully using common property;  
and

- (d) take all reasonable steps to ensure that his visitors comply with the by laws of the strata company relating to the parking of motor vehicles.

### **3 Power of proprietor to decorate etc.**

A proprietor 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 his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

### **4 Power of strata company regarding submeters**

- (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub bylaw (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub bylaw, the strata company may require.
- (2) The strata company shall lodge every sum received under this by law to the credit of an interest bearing account with an ADI (authorised deposit taking institution) as defined in section 5 of the Banking Act 1959 of the Commonwealth and all interest accruing in respect of amounts so received shall, subject to this by law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this by law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by law.

### **5 Constitution of council**

- (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.

- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by law, co proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co proprietor who is so eligible shall be nominated by his co proprietors, but, if the co proprietors fail to agree on a nominee, the co proprietor who owns the largest share of the lot shall be the nominee or if there is no co proprietor who owns the largest share of the lot, the co proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council —
  - (a) if he dies or ceases to be a proprietor or a co proprietor of a lot; or
  - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member; or
  - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re elected; or
  - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
  - (e) where he is removed from office under sub bylaw (8).
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub bylaw (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the

council or convening a general meeting of the strata company, but for no other purpose.

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

## 6 Election of council

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

- (1) The meeting shall determine, in accordance with the requirements of by law 4(3) the number of persons of whom the council shall consist.
- (2) The chairman shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given —
  - (a) in writing, and furnished to the chairman at the meeting; or
  - (b) orally by a nominee who is present at the meeting.
- (4) When no further nominations are forthcoming, the chairman —
  - (a) where the number of candidates equals the number of members of the council determined in accordance with the requirements of by law 4(3), shall declare those candidates to be elected as members of the council;
  - (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall —
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by —
  - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
  - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee; and
  - (c) signing the ballot paper; and
  - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot papers in favour of each candidate.
- (8) Subject to sub bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by law 4(3), who receive the highest numbers of votes shall be declared elected to the council.

- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub bylaw (8) and —
- (a) that number equals the number of votes recorded in favour of any other candidate; and
  - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

## **7 Chairman, secretary and treasurer of council**

- (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person —
  - (a) shall not be appointed to an office referred to in sub bylaw (1) unless he is a member of the council; and
  - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub bylaw (1) shall hold office until —
  - (a) he ceases to be a member of the council; or
  - (b) receipt by the strata company of notice in writing of his resignation from that office; or
  - (c) another person is appointed by the council to hold that office,
 whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

## **8 Chairman, secretary and treasurer of strata company**

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

## **9 Meetings of council**

- (1) At meetings of the council, all matters shall be determined by a simple majority vote.
- (2) The council may —
  - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the



- council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
- (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;
  - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
  - (4) A proprietor or individual may be appointed under sub bylaw (3) whether or not he is a member of the council.
  - (5) If a person appointed under sub bylaw (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.
  - (6) The council shall keep minutes of its proceedings.

## **10 Powers and duties of secretary of strata company**

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

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

## **11 Powers and duties of treasurer of strata company**

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

- (a) the notifying of proprietors of any contributions levied pursuant to the Act; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

## 12 General meetings of strata company

- (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- (3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- (4) If the council does not within 21 days after the date of the making of a requisition under this by law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- (5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub bylaw (5).

## 13 Proceedings at general meetings

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except as otherwise provided in these by laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub bylaws (3) and (4) do not apply to a general meeting of a strata company referred to in section 50B.

- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

#### **14 Restriction on moving motion or nominating candidate**

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

#### **15 Votes of proprietors**

- (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.

- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

## 16 Common seal

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

## 17 Original Proprietor

While the Original Proprietor remains the proprietor of a lot, the Original Proprietor is entitled to be a member of the council. If the Original Proprietor nominates itself as a candidate for election to the council, the Original Proprietor will become a member of the council without the requirement for the Original Proprietor to be elected as a member of the council.

## 18 Theme

All Proprietors acknowledge that:

- (a) the scheme is a mixed use commercial and residential development;
- (b) restrictions have been placed, and further restrictions may be placed, on the scheme by the Local Government; and
- (c) where a Schedule 1 or Schedule 2 by-law includes restrictions imposed by the Local Government, the prior approval of the Local Government is required before the relevant by-laws can be changed, amended or repealed.

## 19 Strata Manager

- (a) The council must from time to time, by instrument in writing, appoint and remunerate a suitably qualified and professional Strata Manager and may, in like manner, delegate to the Strata Manager:
- (i) all of the council's power, authorities, duties and functions; or
- (ii) any one or more of its powers, authorities, duties and functions specified in the instrument;
- and may, in like manner, revoke the appointment and delegation or revoke in part each delegation.
- (b) Where the instrument of appointment so provides, a Strata Manager:
- (i) will have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the strata company and the council or such of those powers, authorities, duties and functions as may be specified in the instrument; and
- (ii) may sub-delegate each or any of the powers, authorities, duties and functions conferred upon the Strata Manager by the instrument of its appointment to a person whom the Strata Manager considers properly

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

- (c) To the extent that the Schedule 1 by-laws confer or impose any power or duty on the council, chairman, secretary or treasurer those powers and duties will be deemed to be conferred and imposed on the Strata Manager.
- (d) The council may in accordance with by-law 19(a):
  - (i) appoint a Strata Manager in conjunction with any other person, including the council of a strata company, in respect of any other strata scheme relating to land adjoining the parcel; and
  - (ii) delegate to the council of any other strata scheme relating to land adjoining the parcel, the right to appoint a Strata Manager,
 to discharge conjunctively the respective strata company's duties under section 35(1)(c) of the Act for both the scheme and the adjoining strata scheme.
- (e) The council may raise a separate levy from all proprietors to meet the costs of a Strata Manager appointed under by-law 19(a).

## 20 Strata contributions - administrative expenses and reserve fund

- (a) As provided in section 36 of the Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
  - (i) on a Unit Entitlement Basis; or
  - (ii) in any other manner permitted under the by-laws or the Act from time to time.
- (b) The council must:
  - (i) establish a reserve fund in accordance with section 36(2) of the Act; and
  - (ii) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors:
    - (A) on a Unit Entitlement Basis; or
    - (B) in any other manner permitted under the by-laws or the Act from time to time.

## 21 Lifts

Notwithstanding anything else in these by-laws to the contrary:

- (a) all costs associated with the use, maintenance and servicing of the lifts (**Lift Expenses**) will be recoverable from, and must be paid for by, the proprietors of the Lots as a contribution to the administrative fund on a Unit Entitlement Basis; and
- (b) the proprietor and occupiers of a Commercial Lot must not, and must not allow any person within their control, to use the lifts to access any part of the Residential Complex.

## 22 Exclusive Use and Special Privilege

### 22.1 Signage

- (a) In this by-law, **Signage Area** means (as the context requires):
- (i) that portion of the common property cubic space on the external facade of the Building set aside by the strata company for the installation of signs from time to time;
  - (ii) any area under the control of the strata company set aside by the strata company for the installation of signs from time to time; or
  - (iii) an exclusive use signage area the subject of by-law 22.1(b).
- (b) The council may grant to one or more of the proprietors of the Commercial Lots the right to install, affix and maintain Signs within a Signage Area.
- (c) If, at any time, a proprietor is granted the right to use or the exclusive use of a Signage Area, that proprietor may:
- (i) install its own sign in the Signage Area that complies with the requirement of this by-law; or
  - (ii) license the use of the Signage Area to an occupier who may install a sign that complies with the requirements of this by-law.
- (d) Any sign installed by a proprietor of a Commercial Lot in a Signage Area must be in compliance with the requirements of the Local Government and any other relevant authority.
- (e) A proprietor or occupier of a Commercial Lot must not:
- (i) place or maintain any external signage, awning or similar structure on any part of the external surfaces of the Commercial Lot or common property; or
  - (ii) display or maintain any internal signage within the Commercial Lot which is visible from outside the Commercial Lot,
- except in accordance with this by-law 22.1.
- (f) A proprietor granted exclusive use of a Signage Area must keep the Signage Area in good and serviceable repair, properly maintained and where necessary repair and replace and to do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause in accordance with strata company's duties under section 35(1)(c) of the Act.
- (g) The Original Proprietor and its authorised selling agents shall have, for so long as it is a proprietor of a lot:
- (i) the special privilege of installing and keeping signs on common property advertising lots for sale or lease;
  - (ii) the exclusive use of the common property cubic space occupied by such signs; and
  - (iii) the special privilege of installing and keeping signs on the balconies of lots advertising those lots for sale or lease.

## 22.2 Car Bays

### (a) Definitions

In this by-law 22.2 **Exclusive Hours** means the hours between 7am to 7pm every day.

### (b) Lot 2

The proprietor of lot 2 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX2" during the Exclusive Hours only.

### (c) Lot 3

The proprietor of lot 3 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX3" during the Exclusive Hours only.

### (d) Lot 5

The proprietor of lot 5 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX5" during the Exclusive Hours only.

### (e) Lot 6

The proprietor of lot 6 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX6" during the Exclusive Hours only.

### (f) Use and Maintenance

(i) Each proprietor who is granted an exclusive use of a car bay under this by-law 22.2, must:

- (A) use each car bay only for the purpose of parking motor vehicles;
- (B) park vehicles within its car bay and not obstruct the car parking area;
- (C) keep its car bay free of rubbish and in a good, clean and substantial state of repair and condition;
- (D) except in the case of emergency repairs, not use its car bay for cleaning or repairing vehicles;
- (E) not enclose or construct any structure within its car bay without the prior written consent of the strata company; and
- (F) not store any goods or equipment including transport containers within any part of its car bay.

(ii) Each proprietor who is granted the exclusive use of a car bay under this by-law 22.2 acknowledges and agrees that the car bay:

- (A) is not specifically designated as being for the exclusive use of that proprietor outside of the Exclusive Hours; and
- (B) may be used by other proprietors, occupiers, tenants or visitors outside of the Exclusive Hours.

## 22.3 Allocated Exclusive Car Bays

### (a) Definitions

In this by-law 22.3:

- (i) **Allocated Exclusive Car Bays** means the cubic spaces forming part of the common property of the scheme, the base of such cubic spaces being respectively shown hatched on the plans in Annexure B to this document and whose vertical boundaries are the boundary lines of those bases and whose horizontal boundaries are the upper surface of the floor and the under surface of the ceiling and **Allocated Exclusive Car Bay** means any one of them; and
- (ii) **Nominated Proprietor** means a proprietor of a lot who is nominated in writing by the Original Proprietor at the first general meeting of the strata company to be granted the exclusive use of an Allocated Exclusive Car Bay for the purposes of this by-law 22.3 and who is noted as such in the minutes of that meeting.

(b) **Exclusive Use**

A Nominated Proprietor is granted exclusive use of the Allocated Exclusive Car Bay that has been allocated to that Nominated Proprietor at the first general meeting of the strata company for the purposes of by-law 22.3.

(c) **Use and Maintenance**

Each Nominated Proprietor who is granted an exclusive use of an Allocated Exclusive Car Bay under by-law 22.3(b), must:

- (i) use its Allocated Exclusive Car Bay only for the purpose of parking motor vehicles;
- (ii) not (unless otherwise permitted by the council in writing) grant any lease, licence or other occupancy right of its Allocated Exclusive Car Bay to any person other than a tenant or licensee of that Nominated Proprietor's lot. This by-law 22.3(c)(ii) does not apply to the Original Proprietor;
- (iii) only park vehicles within its Allocated Exclusive Car Bay and not obstruct the car parking area or thoroughfares of the scheme;
- (iv) keep its Allocated Exclusive Car Bay free of rubbish and oil stains and in a good, clean and substantial state of repair and condition;
- (v) except in the case of emergency repairs, not use its Allocated Exclusive Car Bay for cleaning or repairing vehicles;
- (vi) not enclose, or construct any structure within, its Allocated Exclusive Car Bay without the prior written consent of the strata company;
- (vii) not store any goods or equipment including transport containers within any part of its Allocated Exclusive Car Bay;
- (viii) at the written request of the council, make good at the Nominated Proprietor's own cost and to the satisfaction of the council (acting reasonably) any damage caused to its Allocated Exclusive Car Bay; and
- (ix) indemnify the strata company against all claims, demands, suits or cause of action arising out of any wilful act or omission or negligence in respect of the use of its Allocated Exclusive Car Bay.



### 23 Residential Recreational Facilities

- (a) The council may make rules regarding the use of the Residential Recreational Facilities.
- (b) Subject to by-law 23(c), the Residential Recreational Facilities may only be used by:
  - (i) a proprietor or occupier of a Residential Lot; and
  - (ii) a guest or visitor of a proprietor or occupier of a Residential Lot provided that they are accompanied by that proprietor or occupier.
- (c) A proprietor or occupier of a Residential Lot, including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier, must at all times comply with the rules made from time to time by the council in relation to the Residential Recreational Facilities.
- (d) For the avoidance of doubt, the proprietor or occupier of a Commercial Lot or a guest visitor, employee, lessee or licensee of a proprietor or occupier of a Commercial Lot will not be permitted to use the Residential Recreational Facilities.
- (e) The proprietors and occupiers acknowledge and agree that:
  - (i) children under the age of 12 years of age may use the Residential Recreational Facilities only if accompanied and supervised by an adult;
  - (ii) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Residential Recreational Facilities;
  - (iii) running, ball playing, noisy or hazardous activities are not permitted in or about the Residential Recreational Facilities;
  - (iv) gymnasium equipment must not, except with the approval of the council of the strata company, be interfered with;
  - (v) swimming pool equipment must not, except with the approval of the council, be interfered with, operated or adjusted;
  - (vi) all users must be appropriately attired whilst using the Residential Recreational Facilities and nude bathing is not permitted at any time;
  - (vii) all users must remove all items they take with them onto the Residential Recreational Facilities and must properly dispose of refuse;
  - (viii) a maximum of ten guests or visitors of a proprietor or occupier of a Residential Lot are permitted to use the Residential Recreational Facilities at any one time;
  - (ix) all users of the Residential Recreational Facilities use them at their own risk and must be responsible for their own safety;
  - (x) all users must wear footwear to and from the swimming pool and while using the other Residential Recreational Facilities;
  - (xi) all users must be dry before leaving the pool deck; and
  - (xii) the Residential Recreational Facilities may only be used between the hours of 7.30am and 10.00pm or other times as prescribed by the strata company from time to time.

## 24 Use of Lots

### 24.1 Residential Lots

- (a) Subject to by-laws 24.1(d) and 24.1(e), a Residential Lot may only be used for residential purposes.
- (b) Promptly upon the leasing of a lot, the proprietor of that lot must:
  - (i) inform the strata company of the name of the proprietor's managing agent, (if there is one) and the name of the applicable tenant;
  - (ii) ensure that the lessee signs a valid lease containing an enforceable covenant to comply with these by-laws and any rules made by the council or the strata company; and
  - (iii) provide the lessee with a copy of these by-laws and any rules made by the council or the strata company.
- (c) A proprietor must:
  - (i) not grant a lease of a Residential Lot for a period of 3 months or less; and
  - (ii) not allow more than the allowed number of occupants included on the tenancy agreement.
- (d) A proprietor of a Residential Lot must not permit or authorise any part of the Residential Lot to be used in any way directly or indirectly for any business, commercial or other non-residential purpose other than one which in the opinion of the council:
  - (i) is quiet and unobtrusive and not offensive;
  - (ii) does not in any way detract from the general amenity of the Residential Lot;
  - (iii) does not involve anything more than a minimal public interface;
  - (iv) is in keeping with the standard of the Residential Complex; and
  - (v) is unlikely to cause nuisance to occupiers of the other Residential Lots or users of the common property.
- (e) Each proprietor and occupier of a lot acknowledges that:
  - (i) the Original Proprietor :
    - (A) may use a lot in the Building as a display suite for the marketing of unsold lots in the Building; and
    - (B) may undertake marketing activities with respect to those unsold lots and the Development, including the display of sale signs, insignia and other fixtures and fittings as the Original Proprietor thinks fit; and
  - (ii) will not object to or cause the strata company to object to the Original Proprietor 's use of a lot as a display suite or to the Original Proprietor 's marketing activities with respect to the Development.

### 24.2 Commercial Lots

- (a) The Commercial Lots may not be used for any of the following purposes or uses:
  - (i) as a fish and chip or similar fast food shop unless exhaust systems and services are provided to the satisfaction of the strata company;

- (ii) as a pet shop;
  - (iii) as an opportunity shop or similar charity based retail store;
  - (iv) as an amusement arcade or similar entertainment arcade;
  - (v) as a store predominately used for the sale or hire of adult or restricted publications, videos or goods;
  - (vi) as a brothel, a sex-on-premises venue or similar operation;
  - (vii) as a tattoo parlour;
  - (viii) as a drug rehabilitation clinic, needle exchange or similar operation;
  - (ix) as a discount retail store, such as a two dollar shop or similar outlet;
  - (x) as a tobacconist;
  - (xi) for the sale or hire of firearms, munitions or similar weapons;
  - (xii) as a youth centre or drop-in centre or similar operation; or
  - (xiii) for any other use which:
    - (A) causes or may cause a nuisance to occupiers of the lots or uses of the common property by residents; or
    - (B) is offensive,
 except with the prior written consent of the strata company and otherwise in accordance with all requirements of the relevant authorities.
- (b) A proprietor or occupier of a Commercial Lot:
- (i) must not use the Commercial Lot for residential purposes;
  - (ii) must not create any noise or allow music to be played on the Commercial Lot which interferes or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) may, subject to the rules and requirements of the Local Government and any other relevant authority, only conduct retail or business activities on a Commercial Lot between the hours of 7.00am and 12.00am on any day unless otherwise determined by the strata company.
- (c) A proprietor or occupier of a Commercial Lot must:
- (i) place or maintain external awnings in accordance with specifications provided by the Original Proprietor; and
  - (ii) not make any alterations to external awnings after the registration of the strata plan except with the prior written approval of the strata company.
- (d) A proprietor and occupier of a Commercial Lot must:
- (i) maintain the lot to the highest prevailing standards of cleanliness and hygiene;
  - (ii) ensure that levels of noise within the lot or audible outside the lot do not give rise to any nuisance or annoyance to other proprietors or occupiers of lots and at all times obey the reasonable directions of the council as to the level of noise on the lot or emanating from the lot;

- (iii) if in the opinion of the council the level of noise emanating from the lot is excessive, conduct any business on the lot only during the hours that the council may from time to time specify; and
- (iv) comply with any conditions imposed by the strata company in giving consent to the operation of the business in the lot.

### 24.3 Eatery Lots

- (a) Each proprietor and occupier of an Eatery Lot must not allow the business conducted in that lot to be open to the public:
  - (i) outside of the hours of 6:00am to 12:00am on Monday to Saturday;
  - (ii) in the case of any Alfresco Area, outside of the hours of 6:00am to 11:00pm on Monday to Thursday; and
  - (iii) outside the hours of 7:00am to 11:00pm on Sunday and public holidays, unless otherwise determined by the strata company and otherwise in accordance with all requirements of the Local Government and all relevant authorities.
- (b) Each proprietor and occupier of an Eatery Lot must ensure that the fit-out of the Eatery Lot is designed, operated and maintained so that noise from the activities and operations of the Eatery Lot at all times comply with the requirements of the noise level specified:
  - (i) in the Environmental *Protection (Noise) Regulations 1997* (WA); and
  - (ii) by the Local Government and any other relevant authority.
- (c) Each proprietor and occupier of an Eatery Lot must ensure that:
  - (i) deliveries to and from the Eatery Lot are undertaken so as not to cause any disturbance or pose any safety risk to the owner or occupier of another lot or of any person lawfully using common property;
  - (ii) the removal and disposal of bottles, glassware and other similar items which have the potential to cause noise is undertaken at times and in a manner so as to cause as little disturbance as possible to the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) the tables and chairs (if any) used within the Eatery Lot or Alfresco Areas at all times incorporate appropriate feet protection so that they do not scratch or damage any of the floor coverings.
- (d) A proprietor or occupier of an Eatery Lot having an Alfresco Areas must:
  - (i) comply with all requirements of the Local Government and all relevant authorities relating to the use of its relevant Alfresco Area; and
  - (ii) without limitation, ensure that all tables and chairs associated with the use of those Alfresco Areas are removed from the public footpath area outside its trading hours.

### 24.4 Acknowledgment of Eatery Lots

Each proprietor of a Residential Lot acknowledges that cafes, kiosks, brasseries, bar, restaurants or take-away food operations may be operated on the Eatery Lots (including any applicable Alfresco Areas) and:

- (a) must not make any objection to that use of those Eatery Lots;

- (b) must (without limiting by-law 24.4(a)):
  - (i) not object to any application for a licence as defined in the *Liquor Control Act 1988* (WA); and
  - (ii) if requested by the council, consent to such an application; and
- (c) acknowledges that this use of those Eatery Lots may result in the usual noise, disturbance, disruption, inconvenience, loss of amenity and nuisance normally associated with the operation of cafes, kiosks, brasseries, bar, restaurants or take-away food operations.

## 25 Parking areas

- (a) The council may make rules regarding the use of any car parking bays on the common property.
- (b) A proprietor or occupier of a lot, including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier must at all times comply with the rules made from time to time by the council in relation to the use of the car parking bays on the common property.
- (c) For the purposes of this by-law 25, the council may place signs designating the car parking bays in the common property regarding the use of those bays.
- (d) A proprietor or occupier of a lot acknowledges that there may be car parking bays on the common property designated by the council as visitor bays or disabled bays which must not be used at any time by a proprietor or occupier of a lot.
- (e) A proprietor must not:
  - (i) park or stand any vehicle on a lot or on any part of the common property other than wholly within a car-bay within its lot or that is designated for the common use of the proprietors (if any);
  - (ii) permit or authorise any person to enter with any vehicle on any part of the common property that is not designed for such purpose;
  - (iii) drive a vehicle in excess of 10 km/h upon the parcel;
  - (iv) park or keep any inoperable vehicle on a lot or common property;
  - (v) conduct repairs or restorations of any vehicle upon a lot or common property;
  - (vi) use the common property or any part of a lot that it owns, occupies or resides to wash a vehicle; or
  - (vii) use their car parking bay for any purpose other than vehicle parking.

## 26 Access over lots for maintenance of Plant and Equipment

- (a) In this by-law 26:
  - (i) **Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.
  - (ii) **Plant and Equipment Lot** means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.

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

## **27 Landscaping and Gardening**

### **27.1 Common Garden Areas**

- (a) A proprietor or occupier of a lot must not damage any lawn, garden, flower, tree, shrub, plant on any part of the scheme.
- (b) A proprietor, occupier or other resident of a lot including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier, must at all times comply with the rules made from time to time by the council in relation to the garden areas.
- (c) Each proprietor and occupier acknowledges and agrees that:
  - (i) all gardens and landscaping on the common property will be maintained by the strata company; and
  - (ii) all costs associated with maintenance of a garden and landscaped area will be form part of the administrative expenses of the strata company.
- (d) Each proprietor and occupier:
  - (i) must not plant in the garden any trees, shrubs or other plant-life or erect any structure;
  - (ii) must remove any tree, shrub or plant-life planted or structure erected in breach of the by-law 27.1(d)(i); and
  - (iii) acknowledges that the strata company may, at the expense of the proprietor or occupier, remove any tree, shrub, plant-life or structure of the

nature referred to in by-law 27.1(d)(i) if the proprietor or occupier fails to do so.

## **27.2 Garden areas within a Lot**

- (a) Each proprietor acknowledges and agrees that:
  - (i) all gardens, landscaping, plants and trees located on a lot must be maintained by the lot proprietor; and
  - (ii) it is responsible for all costs associated with maintenance of those things.
- (b) Each proprietor and occupier of a Residential Lot must:
  - (i) keep the gardens, landscaping, plants and trees on the lot (if any) properly watered, fertilised, in a neat and tidy condition and properly trimmed to the reasonable satisfaction of the strata company;
  - (ii) cultivate and nurture the trees on the lot until they reach their typical mature dimensions and thereafter maintain those trees at that dimension;
  - (iii) not prune any tree without the consent of the strata company and in accordance with the directions of the strata company;
  - (iv) ensure that the gardens, landscaping, plants and trees on the lot are adequately watered at all times and that the reticulation system within the lot is kept in good repair and condition; and
  - (v) not allow the escape of water from the proprietor's garden or balcony.

## **28 Services**

### **28.1 Gas and Hot Water**

- (a) A proprietor or occupier of a lot acknowledges that:
  - (i) there will be a number of gas meters installed for the Development, one of which will measure the consumption of gas and hot water by all lots; and
  - (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purpose of measuring the consumption of:
    - (A) gas (for both heating water and cooking); and
    - (B) hot water,
 by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.1(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietors of each lot to pay a proportion of the charge for gas consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **28.2 Cold Water**

- (a) A proprietor or occupier of a lot acknowledges that
  - (i) there will be a number of water meters installed for the Development one of which will measure the consumption of cold water consumed by the scheme; and

- (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purposes of determining cold water consumption by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.2(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for cold water consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **28.3 Electricity**

- (a) A proprietor or occupier of a lot acknowledges that
  - (i) there will be a one supply authority electricity meter installed for the Development to record the electricity consumed by the scheme; and
  - (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purposes of determining electricity consumption by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.3(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for electricity consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **29 Rules**

- (a) The council may from time to time make, withdraw or amend rules for the use and management of the common property including (without limitation) rules relating to:
  - (i) vehicle access ways and parking of vehicles, including restrictions and requirements applicable to the parking of vehicles;
  - (ii) the use and maintenance of the garden and landscaped parts or areas of a lot or the common property;
  - (iii) regulating behaviour;
  - (iv) security;
  - (v) the use of any Alfresco Areas;
  - (vi) use of lifts, stairways and passageways;
  - (vii) rubbish collection and waste management;
  - (viii) the security system of the Building,
 and any other rule that the council considers reasonably necessary provided that the rules must:
  - (ix) promote the peaceful and orderly enjoyment of the Building and the common property for the mutual benefit of all proprietors and occupiers; and
  - (x) not conflict with the by-laws.



- (b) A proprietor or occupier of a lot must comply with the rules.

### **30 Persons bound**

- (a) A proprietor or occupier or any invitee of a proprietor or occupier including, without limit, any lessee or licensee of the proprietor or occupier will be bound by these by-laws and any rules made by the council or the strata company.
- (b) The proprietor of a lot must ensure that the proprietor's lessees, occupiers, employees, agents, contractors, invitees and all other people on the lot or the common property do not do, or fail to do, anything which if the proprietor did it or failed to do it would be a breach of these by-laws or a rule made by the council or the strata company.

### **31 Dispute Resolution**

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

## Schedule 2 – Conduct By-Laws

### 1 Use and maintenance of lot

- (a) A proprietor or occupier of a lot must not:
- (i) use the lot or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the Building; and
  - (ii) make or create undue noises or odours in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of lots in the scheme, it being acknowledged by all proprietors (including the proprietors of Commercial Lots) that the predominant use of the scheme is residential.
- (b) A proprietor or occupier of a lot must not do any act or thing or permit any person to do any act or thing that will result in excessive stress or floor loading to any part of that lot or the common property including, without limit, not allow a floor loading greater than specified in the engineering specifications for that lot.

### 2 Use of Common Property

- (a) A proprietor or occupier of a lot must not damage any plant and equipment or other structures or improvements forming part of the common property.
- (b) A proprietor or occupier of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- (c) A proprietor or occupier of a lot must not:
- (i) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
  - (ii) invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier and comply with Schedule 1 by-law 23;
  - (iii) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
  - (iv) use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
  - (v) use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order; or
  - (vi) use any part of the common property in breach of any rules prescribed by the strata company.

### 3 External Visibility

A proprietor or occupier of a lot must not:

- (a) without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the Development or does not maintain the aesthetic standard of the Development;
- (b) affix or attach on any balcony or any part of a lot or other parts of the Building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property;
- (c) hang or display or allow to be hung or displayed on or from windows, or other parts of the Building any laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (d) display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, Building or common property;
- (e) install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

#### **4 Window Treatments**

A proprietor or occupier of a Residential Lot must not, without the consent of the strata company:

- (a) hang window treatments in any lot which are visible from the outside of a lot unless those window treatments have a backing of such uniformity, material and colour as from time to time prescribed by the strata company; or
- (b) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the lot.

#### **5 Balcony**

- (a) A proprietor or occupier of a lot which includes a balcony must:
  - (i) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
  - (ii) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
  - (iii) not leave loose objects on the balcony likely to become hazardous as susceptible to movement or lifting by wind;
  - (iv) not allow any items to protrude over the edge of the balcony; and
  - (v) not install any air conditioning system, plant and equipment or structures on the balcony.
- (b) A proprietor or occupier of a lot which includes a balcony must permit the Strata Manager to inspect the balcony from time to time to ensure that the requirements of by-law 5(a) are being complied with.
- (c) A proprietor of a lot is responsible for all costs associated with any damage caused to the lot, the scheme or to any other property of the proprietor or occupier of the lot, or to the property of any other proprietor or occupier within the scheme as a result of unsecured items being left in or about the balcony of its lot.

## 6 Cleaning of Windows

- (a) In this by-law 6, **Windows** means the external surfaces of the windows of a lot.
- (b) Each proprietor and occupier of a lot acknowledges that:
  - (i) the strata company is not responsible for the cleaning of the Windows of the lot; and
  - (ii) the proprietor of a lot is responsible for the cleaning of the Windows of its lot and must keep the Windows clean at all times.

## 7 Fitout, Additions and Alterations of Lot

- (a) A proprietor must not, without the written consent of the strata company or except as may be permitted and provided for under the Act:
  - (i) alter the structure of its lot except as may be permitted and provided for under the Act and the by-laws;
  - (ii) in any way interfere with or change the appearance or the colour of the external surfaces of any wall of a lot;
  - (iii) modify or alter the facades of its lot or the Building;
  - (iv) cut, remove, damage or make any internal additions or alterations to the lot's ceilings, floors or walls (including but not limited to any plaster on any walls); or
  - (v) install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot unless it is of a standard in keeping with a high class residential development and has been approved by the council.
- (b) A proprietor or occupier of a lot must not undertake any building works within or about or relating to that lot unless:
  - (i) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the secretary of the strata company; and
  - (ii) the works are undertaken:
    - (A) strictly in accordance with the permits, approvals and consents referred to in by-law 7(b)(i); and
    - (B) with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.
- (c) A proprietor or occupier of a lot must not undertake any building works within or about or relating to that lot until the proprietor of the lot:
  - (i) submits to the strata company plans and specifications of any proposed works which affect:
    - (A) the external appearance of the Building; or
    - (B) the common property; or
    - (C) the Building structure or services; or
    - (D) the fire or acoustic ratings of any component of the Building; and
  - (ii) supplies to the strata company any further particulars of those proposed works as the strata company may reasonably request to enable the strata

- company to be reasonably satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
- (iii) receives written approval for those works from the strata company, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the strata company's approval must be paid by the proprietor of the relevant lot; and
  - (iv) pays the costs referred to by-law 7(c)(iii) to the strata company.
- (d) The proprietor of a lot must ensure that:
- (i) the proprietor and the proprietor's employees, agents and contractors undertaking any building works comply with the proper and reasonable directions of the strata company concerning the method of building operations, means of access, use of common areas, on-site management, building protection and hours of work; and
  - (ii) the proprietor's employees, agents and contractors are supervised in the carrying out of the building works so as to minimise any damage to or dirtying of the common property and the services in the common property.
- (e) The proprietor of a lot must ensure that the proprietor and the proprietor's employees, agents and contractors undertaking any building works observe the following restrictions in respect of the works:
- (i) building materials must not be stacked or stored in the front, side or rear of the Building;
  - (ii) scaffolding must not be erected on the common property or the exterior of the Building;
  - (iii) construction work times must comply with the local laws of the Local Government;
  - (iv) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- (f) Before the proprietor of a lot commences any building works, the proprietor must:
- (i) cause to be effected (and maintained during the period of the Building works) a contractor's all risk insurance policy to the satisfaction of the strata company; and
  - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the strata company.
- (g) Access will not be available to other lots or common property for the installation and maintenance of services and associated building works without the prior written consent or licence of the proprietor of the relevant lot or of the strata company in the case of common property.
- (h) A proprietor must ensure that any common property damaged as a result of conducting any building works is cleaned and restored to the same state and condition as it was before the works commenced.

- (i) Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him.
- (j) Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.

## **8 Delivery and Movement of Furniture**

- (a) A proprietor or occupier intending to move any furniture, large object or deliveries to or from a lot or through or on common property must not:
  - (i) do so without notifying the Strata Manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the Strata Manager for the day and time of the proposed move; and
  - (ii) pay the fee set by the strata company (if any) for the attendance of the Strata Manager if required by the strata company.
- (b) A proprietor or occupier in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
  - (i) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Strata Manager;
  - (ii) permit any furniture or items to access or exit the Building other than:
    - (A) via the basement; or
    - (B) in accordance with the rules of the strata company;
  - (iii) permit any vehicles to restrict access to the car park;
  - (iv) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
  - (v) place any furniture or items in a lift other than that specified by the Strata Manager and, in any event, not until protective covers have been placed in the lift by the Strata Manager;
  - (vi) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact or leaning or stacking against the door; or
  - (vii) damage the common property.
- (c) A proprietor or occupier moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.

## 9 Refuse, cleaning and Waste Management

- (a) A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another proprietor, occupier or resident or of any person lawfully using the common property.
- (b) Proprietors and occupiers must:
  - (i) maintain within his lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage and adequately covered;
  - (ii) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage;
  - (iii) ensure that recycling bins are placed in the designated recycling bin area shortly before the scheduled collection times and must be removed as soon as reasonably practicable following collection;
  - (iv) comply with:
    - (A) all rules made by the council; and
    - (B) all laws and the requirements of the Local Government, relating to the disposal of garbage and waste management; and
  - (v) not deposit rubbish on common property or on their lot other than properly wrapped or otherwise sealed and placed in garbage bins or rubbish chutes provided or approved by the strata company, or on any other lot.

## 10 Storage of bicycles

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

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

## 11 Flammable materials

A proprietor and occupier must not use or store any flammable or hazardous material upon the lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a vehicle.

## 12 No Smoking

- (a) No proprietor, occupier or invitee may smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of a Commercial Lot or the common property and further, all proprietors, occupiers and invitees must comply with any laws or regulations in relation to smoking in any areas of the scheme.

- (b) A proprietor, occupier and invitee must:
- (i) ensure that any smoke does not enter the common property or any other lot, including, when smoking on the balcony of its lot; and
  - (ii) take all reasonable action to ensure that any smoking does not disturb other proprietors.

### 13 Pets

- (a) A proprietor or occupier of a lot may keep without the consent of the strata company:
- (i) fish in an enclosed aquarium;
  - (ii) one caged bird; and
  - (iii) one Small Dog or one cat.
- (b) A proprietor or occupier of a lot must obtain the prior written consent of the council before that proprietor or, occupier keeps:
- (i) any other type of animal including a dog which is not a Small Dog; or
  - (ii) more than one dog or cat at the same time.
- (c) If a proprietor or occupier of a lot keeps an animal, then the proprietor or occupier:
- (i) must ensure that the animal is at all times kept under control and within the confines of that lot;
  - (ii) must ensure that the animal is not at any time within the common property except for the purpose of access to and from that lot;
  - (iii) must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;
  - (iv) is liable to the proprietors and occupiers and each other person lawfully in the Development including on the common property for:
    - (A) any noise which is disturbing to an extent which is unreasonable; and
    - (B) for damage to or loss of property or injury to any person caused by the animal; and
  - (v) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property.
- (d) This by-law 13:
- (i) applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
  - (ii) does not prevent the keeping of a dog used as a guide or hearing dog,
- (e) Without affecting the strata company's rights under the Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law 13 including, without limit, where a proprietor's or occupier's animal causes or is causing:
- (i) any noise which is disturbing to an extent which is unreasonable; or
  - (ii) damage to or loss of property or injury to any person.



- (f) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under by-law 13(e), will entitle the strata company to require the immediate removal of the animal from the Development, as applicable.

#### **14 Pest Management**

A proprietor, occupier or other resident must take reasonable precautions to keep their lot free of any cockroaches, insects, rodents or other vermin and, if necessary or if directed by the Strata Company, must employ and pay the fees of professional pest controllers.

#### **15 Alarm System**

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

#### **16 Floor coverings**

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

#### **17 Public Artwork**

The proprietors acknowledge and agree that:

- (a) the Original Proprietor may be required to:
- (i) incorporate public artwork into the common property of the scheme; and
  - (ii) enter into an agreement with a third party in relation to any public artwork incorporated into the common property of the scheme, including the maintenance and upkeep of the public artwork; and
- (b) the strata company must, at its cost:
- (i) comply with any agreement entered into by the Original Proprietor with respect to the public artwork as if the strata company is the Original Proprietor under the terms of the agreement; and
  - (ii) enter into a replacement agreement or deed of assignment with respect to the public artwork if required by the Original Proprietor.

#### **18 Common Property Damage**

If damage of any nature is caused to any part of the common property by the actions of any proprietor, occupier or their Invitee, that proprietor must pay for the full cost of making good the damage.

#### **19 Council bank accounts**

The council may procure that such accounts in the name of the strata company are opened and maintained in such bank or other financial institution as from time to time it thinks

necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts.

## 20 Compliance with easements and licences

A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements or licences relating to the parcel.

## 21 Access Keys

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

## 22 Closed Circuit Television Security

- (a) Subject to all relevant laws, the strata company may install closed circuit television security systems (**CCTV Systems**) on the Common Property.
- (b) Subject to all relevant laws, the council may:
  - (i) view any video surveillance recording that is collected by the CCTV Systems for the purposes of investigating any criminal or unlawful activity in or around the scheme and for any other surveillance or security purposes that the council considers necessary; and
  - (ii) disclose any recordings to a proprietor whose lot is affected by any criminal or unlawful activity that is captured by those recordings.

**23 Default**

If a proprietor or occupier defaults in the performance of any term or condition of any by-law not otherwise dealt with by these by-laws, and the default continues for 7 days after notice is given to the proprietor or occupier by the secretary of the strata company or the Strata Manager then the strata company and its contractors, agents and employees may enter upon any portion of a lot or the common property and make good such default and any costs or expenses incurred by the strata company in doing so shall be recoverable as a levy pursuant to section 36(1) of the Act from the proprietor or occupier making default.

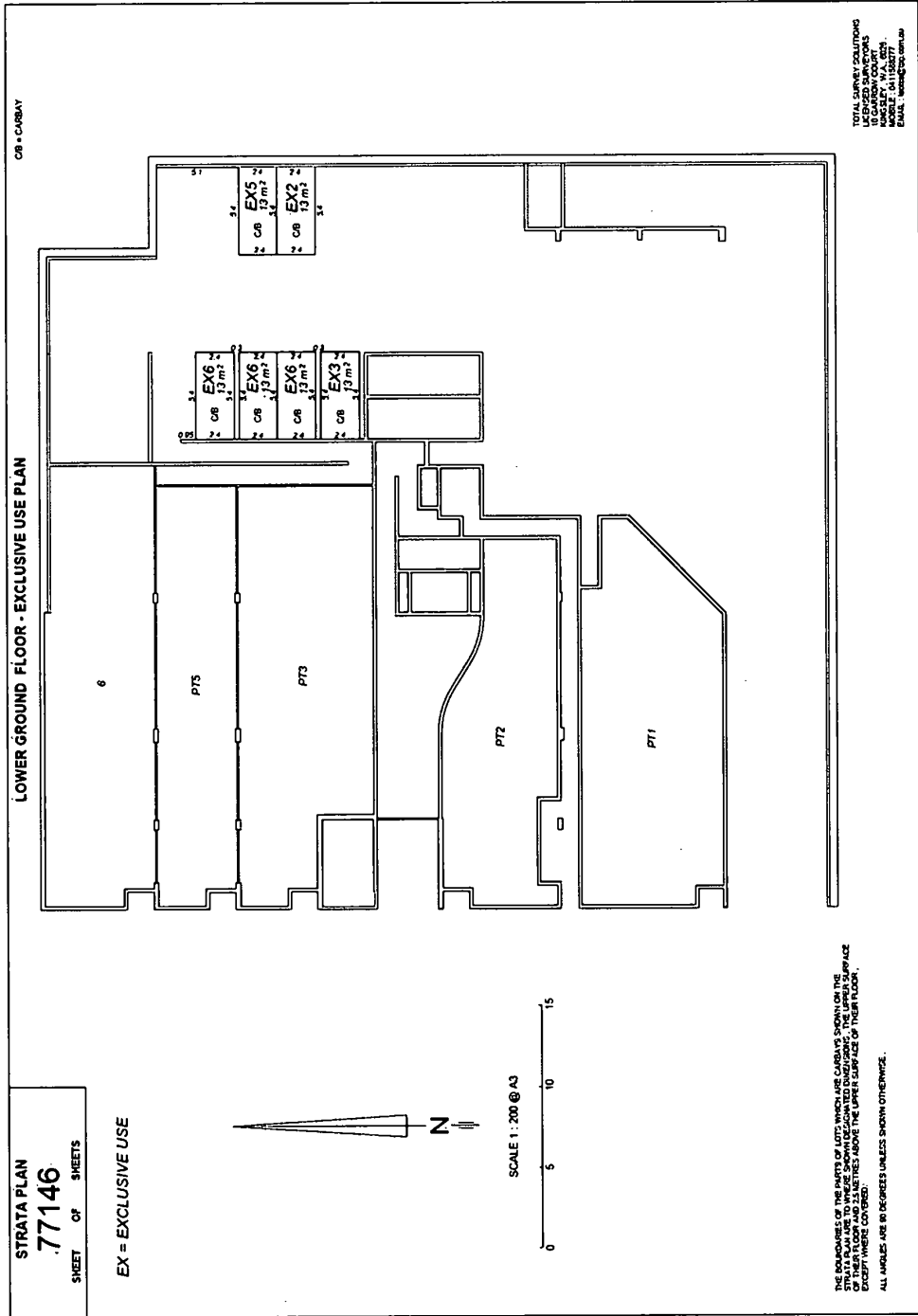
**24 Legal costs**

A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor or occupier of that lot in the performance or observance of any bylaws including, without limit, recovery of strata company contribution fees.

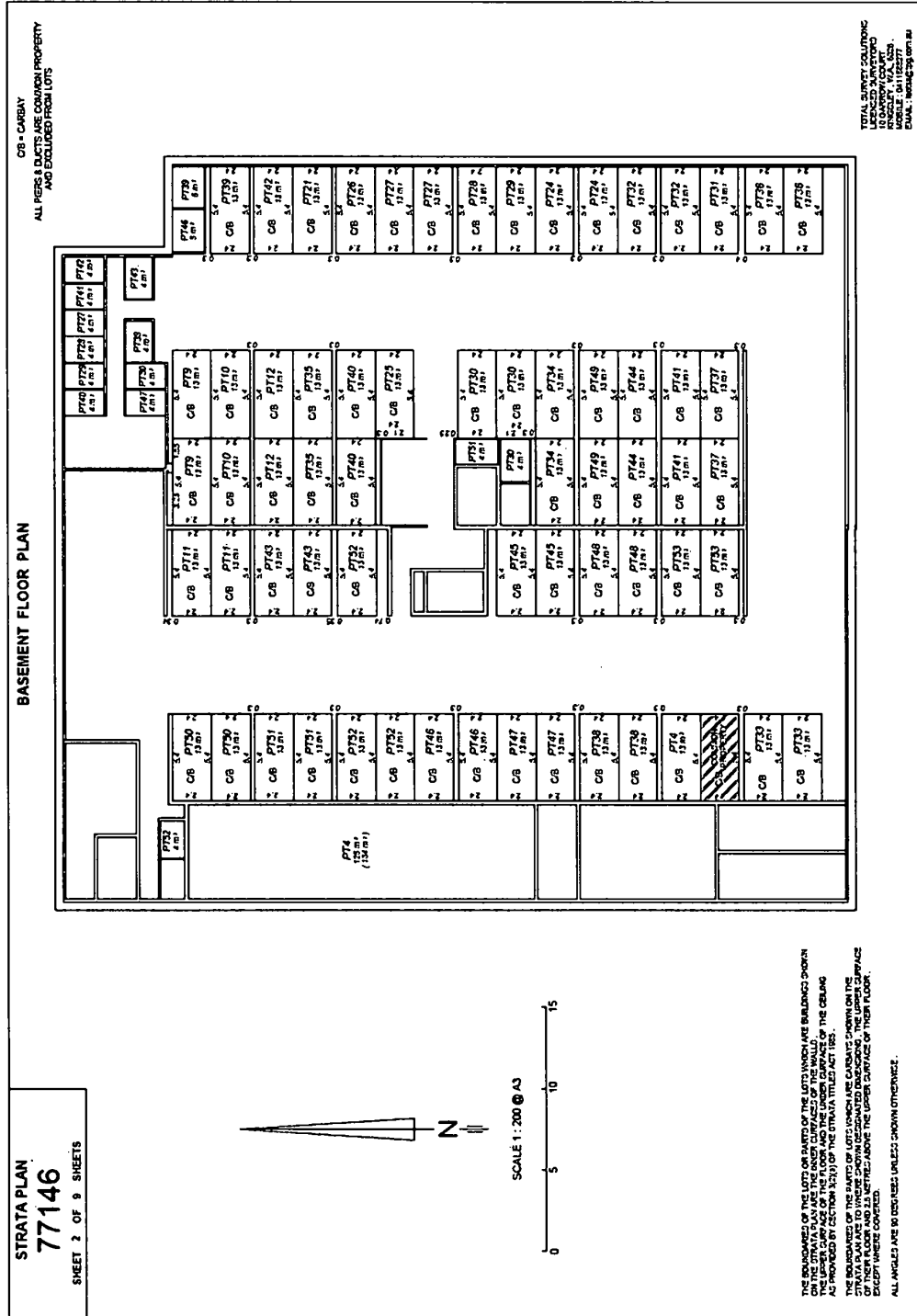
**25 Electronic Delivery of Documents**

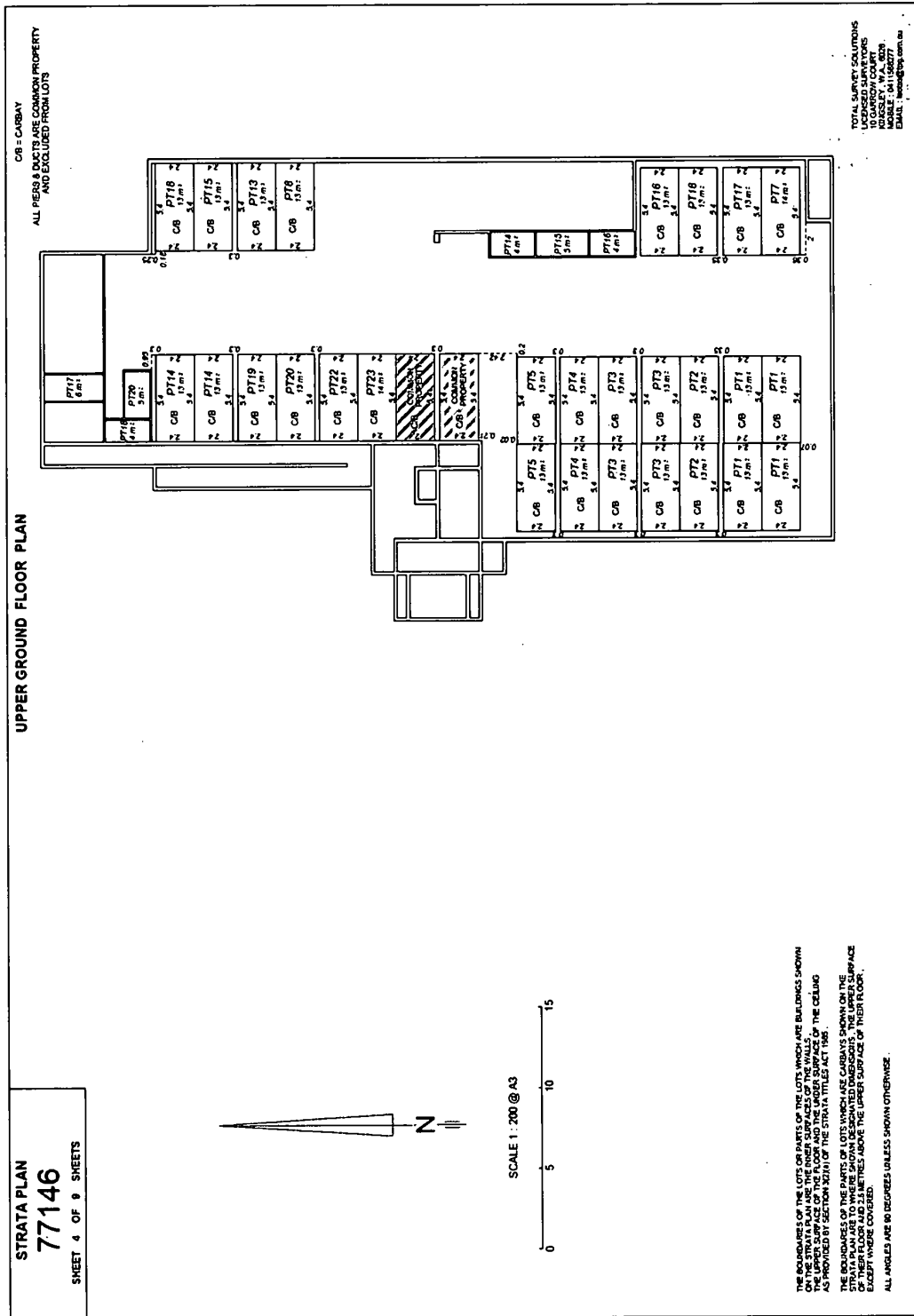
Where in the Act and/or the Strata Titles General Regulations 1996 it is implied that Notices, Minutes of Meetings, Levies or any other document or communication are required to be issued by post, if authorised in writing by a proprietor, the communication can be served on the proprietor electronically and service by that method shall be accepted by the proprietor as sufficient and as if it had been given by post.

**Annexure A**



**Annexure B**







# Scheme By-laws – New Scheme

Strata Titles Act 1985  
Part 4 Division 4

Scheme Number: 77146

I /  We<sup>1</sup> the owner(s)<sup>2</sup> **Suida International on Oxford Pty Ltd ACN 613 452 627** of land the subject of the plan described as<sup>3</sup> Lot 800 on Deposited Plan 411467 apply to the Registrar of Titles to have the scheme by-laws as set out below registered with  my /  our<sup>1</sup> Application to Register Strata Titles Scheme in respect of the above land.

## Part 1 – Consolidated by-laws

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

### **Governance By-Laws**

The governance by-laws set out in Schedule 1 of the Strata Titles Act 1985 are repealed and replaced with the governance by-laws contained in the Attachment – Scheme By-Laws provided herewith.

### **Conduct By-Laws**

The conduct by-laws set out in Schedule 2 of the Strata Titles Act 1985 are repealed and replaced with the conduct by-laws contained in the Attachment – Scheme By-Laws provided herewith.

<sup>1</sup> Select one.

<sup>2</sup> Insert the name(s) of the owners of land the subject of the plan.

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

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 2 – By-laws of Significance**

I /  We<sup>4</sup> acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

**Staged subdivision by-laws<sup>5</sup>:** \_\_\_\_\_

**By-law under planning (scheme by-laws) condition<sup>6</sup>:** \_\_\_\_\_

**Exclusive use by-laws<sup>7</sup>:** **Governance By-Law 22**

Western Australian Planning Commission approval number (if applicable)<sup>8</sup>:

**Leasehold by-laws<sup>9</sup>:** \_\_\_\_\_

<sup>4</sup> Select one.

<sup>5</sup> Refer *Strata Titles Act 1985* section 42.

<sup>6</sup> Refer *Strata Titles Act 1985* section 22.

<sup>7</sup> Refer *Strata Titles Act 1985* section 43.

<sup>8</sup> Refer *Strata Titles Act 1985* section 20.

<sup>9</sup> Refer *Strata Titles Act 1985* section 40.

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 – Accompanying documents**

- Consent Statement**, if applicable
- Consent of the Owner of the Leasehold Scheme<sup>10</sup>** to leasehold by-laws or staged subdivision by-laws

**Part 4 – Execution**

Date of Execution: 5/05/2020

(To be signed by each Applicant)

Executed by Suida International on Oxford Pty Ltd ACN 613 452 627 in accordance with section 127 of the Corporations Act: 2001 (Cth)

Sole Director & Sole Secretary's signature

Liya Xu  
Sole Director & Sole Secretary's name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

In the presence of:

In the presence of:

<sup>10</sup> Owner of the leasehold scheme has the meaning in section 3(1) of the Act.

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.





\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

Version 2 - For use effective 1 May 2020.

Page 4 of 5

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.

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O401073] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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28/5/2020 12:13:40

SCHEME BY-LAWS DOCUMENT IS RE-TIMECLOCKED TO 27 MAY 2020.  
SEE LETTER DATED 12 MAY 2020 FROM IRDI LEGAL.

Our Ref: MSC:S20180543

5 May 2020

The Manager  
Landgate  
PO Box 2222  
MIDLAND WA 6936



Dear Sir

**Strata Plan 77146 - Application to register strata titles scheme**

Irdi Legal are the lawyers acting for Suida International on Oxford Pty Ltd being the Applicant for the Application to Register Strata Titles Scheme Strata Plan 77146. I have authority from Suida International on Oxford Pty ltd to make and to authorise on behalf of the Applicant the amendments set out below.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Strata Plan 77146 will be altered to concur with the yet to be established 'In order for dealings' date of Strata Plan 77146.

If you have any queries, please contact me by either telephone or email.

Yours faithfully  
IRDI LEGAL

.....  
**Michael Cranley**  
Senior Lawyer

Email: [michael.cranley@irdi.com.au](mailto:michael.cranley@irdi.com.au)



EV001386316 LTR



IRDI LEGAL



12:32:35s-12MAY'20

Our Ref: API:20180543

12 May 2020

Registrar of Titles and Commissioner of Titles  
Landgate  
1 Midland Square  
MIDLAND WA 6056

Dear Sir/Madam

**Dealing No. O401070**

I refer to the above matter and advise that the **attached** Westpac Consent Letter is being lodged as a follower to the abovementioned dealing which was lodged by Irdi Legal.

As it will be necessary for these documents to be re-time clocked to bring them into line with the original dealing, I hereby authorise you to re-time clock the documents as required. If there should be any queries at all, do not hesitate to let me know.

Yours faithfully  
**IRDI Legal**

PP

Michael Cranley  
Senior Lawyer

Email: [michael.cranley@irdi.com.au](mailto:michael.cranley@irdi.com.au)

248 Oxford Street, Leederville WA 6007 | P 08 9443 2544 | F 08 9444 3808 | [irdi.com.au](http://irdi.com.au)  
PO Box 95, Leederville WA 6902 | DX 63103 Leederville Letter to Landgate - follower (002)  
Riverlord Holdings Pty Ltd ABN 57 349 088 119 | atf The Trinity Trust | an Incorporated Legal Practice trading as IRDI Legal





# Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: api:20180543  
Our Ref: O401070  
Enquiries: Linda Ivulich  
Telephone: 92737629  
Facsimile: 92737673

28 May 2020

IRDI LEGAL  
248 OXFORD STREET  
LEEDERVILLE WA 6902  
AU

Facsimile: 94443808  
Email: reception@irdi.com.au  
Delivered by: Fax

Dear Sir/Madam

## Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

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

Doc. No	Description	Req. Fee
O401071	Designated interest holder must provide written consent to the subdivision and schedule of unit entitlements. Mortgagee letter to be expanded.  (See Land Titles Registration policy and procedure guide STR02-3.6 Consents to the subdivision and schedule of unit entitlements)	0
O401073	Schedule 1 - Governance By-law 22.2 is granting Exclusive Use to part lots not common property.  (See Land Titles Registration policy and procedure guide STR-02 Lodgement and Registration of New Strata/Survey-Strata Plans. - 3.4 Scheme By-laws)	87.35

Requisition Sub Total \$	87.35
Additional Fee \$	0
<b>TOTAL FEE Payable \$</b>	<b>87.35</b>

Sincerely,

JEAN VILLANI  
REGISTRAR OF TITLES

### Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above and/or refer to Landgate's Land Titles Registration Policy and Procedure Guides.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

\*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment.





# PAYMENT OPTIONS

**BY CREDIT CARD:** Any credit card payments to be made to our customer services team on 92737373

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

**BY POST:** PO Box 2222, Midland WA 6936 or DX 88  
(Cheques or money orders to be made payable to Landgate.)

**BY FAX:** 92737673

**DEALING NO:** O401070      **CONTACT PERSON:** Linda Ivulich

**YOUR REFERENCE:** api:20180543

**COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX)**

EBIS Account Number

--	--	--	--	--	--	--	--

<u>Western Australian Land Information Authority Office Use Only</u>  Order No: _____
---------------------------------------------------------------------------------------------

**EBIS Company Name:** .....

**Amount:**      **Fax Requisition Fee \$**\_\_\_\_\_      **Additional Fees \$**\_\_\_\_\_      **Total \$**\_\_\_\_\_

**I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account:** .....  
(Signature of person authorising payment)

**Name of person authorising payment:** .....  
(Please Print Name)

**Contact Phone No:** .....

Your Ref: Document No O401070

29 May 2020

Landgate  
Attention: Linda Ivulich

**By facsimile: 9273 7673**  
**Also by email: [linda.ivulich@landgate.wa.gov.au](mailto:linda.ivulich@landgate.wa.gov.au)**

Dear Linda

**Requisition Notice - Dealing O401070**

**Suida International on Oxford Pty Ltd** ACN 613 452 627 being the registered proprietor of the Land hereby consents to exclusive use and special privilege Scheme By-Law 22 of Schedule 1 – Governance By-Laws.

Should you require any further information please do not hesitate to contact me.

Kind regards

**Suida International on Oxford Pty Ltd** ACN 613 452 627

**Executed by Suida International on Oxford Pty Ltd** ACN 613 452 627 in accordance with section 127 of the *Corporations Act: 2001* (Cth):

  
\_\_\_\_\_  
Sole Director & Sole Secretary's signature

**Liya Xu**

\_\_\_\_\_  
Sole Director & Sole Secretary's name