



Scheme By-laws – Application to Amend

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **67408**

The Owners of ¹ **Vantage Apartments, Strata Scheme 67408** (strata company):

Part 1 – Application to Amend

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

and certifies that:

By resolution without dissent, the voting period for which opened on **28/11/2022** and closed on **26/12/2022** (and which must be registered within 3 months from closing date) the

additions/ **amendments**/ **repeal**² to the Governance by-laws were made as detailed here.

By-Law **25(6)** repealed as follows:

25 Services & Facilities

- (6) Only persons residing in a lot may use and have access to the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lounge, BBQ's and sky level 13.

By-Law **25(6)** added as follows:

25 Services & Facilities

- (6) Residents must comply with the House Rules in relation to the use of the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lounge, BBQ's and sky level 13.

By-Law **47** added as follows:

47. Costs of recovering unpaid contributions and other amounts

47.1 If the owner of a lot refuses or fails to pay to the strata company any amount due for:

- 47.1.1 contributions (whether levied under section 100 or any other amount properly due to the strata company:

¹ To be completed as “[scheme name + scheme type + scheme no]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Select whichever is applicable.



- 47.1.2 the costs of making good any damage to common property caused by that owner or the occupier or other resident of that owner's lot or the Invitee of the owner, occupier or other resident;
- 47.1.3 the costs of making or defending any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to the Act or otherwise or any breach of the by-laws by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
- 47.1.4 the costs of rectifying any works carried out on common property as a result of an unauthorised instruction or action of that owner or the occupier or other resident of that owner's lot;
- 47.1.5 the costs of remedying a breach of any of the by-laws or any provision of the Act committed by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
- 47.1.6 the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behaviour of the owner, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property;
- 47.1.7 any contractor fees or charges or associated strata manager fees or charges where the strata company and or strata manager has arranged for a contractor to attend at a lot to carry out any work, repairs and or inspection and the owner, occupier or other resident fails to be in attendance and or grant entry to the contractor to the lot preventing the contractor from completing the work order and the contractor claims fees or charges for that attendance and any associated strata manager fees or charges,
- and, the strata company may take such lawful action as it deems necessary to recover that amount from the owner (including proceedings in any court of competent jurisdiction).
- 47.2 All costs incurred in taking action pursuant to sub-bylaw 47.1, including, but not limited to:
- 47.2.1 strata company manager's costs, pursuant to the management agreement between the strata company and the strata company manager or as otherwise determined by the strata company;
- 47.2.2 legal costs on a solicitor / own-client basis; and
- 47.2.3 debt recovery agency's costs;
- may be included and claimed in such action. All such costs shall be payable by the owner.
- 47.2.4 in respect of costs other than legal costs, as liquidated damages; and
- 47.2.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor / own-client basis,



provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the owner a written notice specifying amounts to that date in respect of which such proceedings are to be taken.

47.3 To the extent that the strata company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the council is hereby empowered, when required:

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

47.3.2 to exercise the function prescribed by section 100 in accordance with the provisions of this by-law in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the owner by service of notice under sub-law 47.2.

47.4 None of an owner's obligations under by-law 47 will merge in or be limited or affected by any judgment obtained by the strata company.

and / or²

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months from closing date) the

additions/ amendments/ repeal² to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

and / or

By ordinary resolution passed at the Annual General Meeting on 28/11/2022 and pursuant to Regulation 175(4) of the *Strata Titles Act 1985* the following additions/ amendments/ repeal³ to the Governance by-laws were made as detailed here

By-Law **46 added** as follows:

46. Financial Year By-Law

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and

³ Select whichever is applicable.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles may but 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.



in the absence of such resolution, the financial year shall be a period of 12 months ending on 31 October.

The strata company further certifies that the consolidated by-laws provided in **Part 2** are all the current by-laws for the scheme.

Part 2 – Consolidated By-laws of Scheme Number: 67408

Explanatory Note: References to sections and schedules in the consolidated by-laws are references to sections and schedules of the *Strata Titles Act 1985 (WA)* prior to its amendment in 2020.

Schedule 1 – Governance By-Laws

1. Duties of owner

- (1) The owner of a lot must —
- (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must —
- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) *[Deleted by Amendment to the Act in 2020]*

2. *[Deleted by Amendment to the Act in 2020]*

3. Power of Strata Company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding

\$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.

- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) *[Deleted by Amendment to the Act in 2020]*
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest



share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.

- (7) *[Deleted by Amendment to the Act in 2020]*
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council —
- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (8); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.



5. Election of council at general meeting

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

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

- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person —
- (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens —
- (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.



7. Chairperson, secretary and treasurer of Strata Company

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

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may —
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation. –
 - (d) unless otherwise agreed by the majority of members of the Council, decisions made by any Council member may be made by notification to the Strata Manager via electronic means such as emails or facsimiles.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.
- (6) *[Deleted by Amendment to the Act in 2020]*

9. Powers and duties of secretary of Strata Company

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

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

10. Powers and duties of treasurer of Strata Company

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

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

11-15. *[Deleted by Amendment to the Act in 2020]*

16. INTERPRETATION

In this Management Statement the following words have the following meanings:

Commercial Lot means any lot that is not a Residential Lot and comprises lot 1 on the strata plan.

Lot 1 on the strata plan

Dispute Notice means the written notice that is given under Schedule 2 by-law 35.

Excluded Dog means a German Shepherd, Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 or any other breed or category of dog specified from time to time by the strata company.



Facilities means the common property areas set aside for recreational purposes, such as the Pool, Lounge and Community Room.

Independent Person means for the purposes of by-Law 35, a Law Society of Western Australia approved mediator to be agreed between the parties or failing agreement to be appointed on the application of either party by the President for the time being of the Law Society of Western Australia.

Key means any key or access device required to enable access to restricted areas of the parcel.

Law means any statute, regulation, rule, proclamation, ordinance, by-law or code.

Residential Lot means any lot that is not a Commercial Lot and comprises lots 2 to 213 on the strata plan.

Services means those items referred to in Section II of the Strata Titles Act 1985 and includes the following:

- (a) air conditioning (cooling and heating) plant and equipment;
- (b) lighting and electrical systems;
- (c) fire sprinklers and other fire safety prevention equipment;
- (d) car parking equipment;
- (e) security equipment;
- (f) telecommunication equipment;
- (g) water, plumbing and sewerage systems; and
- (h) where applicable, other items of common property

Signage means any sign, advertisement, placard, banner, and pamphlet.

Small Dog means any breed of dog which:

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

17. OBLIGATIONS REQUIRED BY THE DEVELOPMENT APPROVAL

[Moved to Schedule 2 on First Consolidation and renumbered 23]

18. ORIGINAL PROPRIETOR

Where the original proprietor remains the proprietor of any lot, the original proprietor (or where a corporation, its duly authorised nominee) shall be entitled to be a member of the council without the requirement to participate in any election of the council of owners held in a general meeting by the strata company (provided that the original proprietor was properly nominated for such election to the council as prescribed in the schedule 1 by-laws).

19. USE OF LOTS

[Moved to Schedule 2 on First Consolidation and renumbered 24]

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles may but 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.



20. FACADES OF THE BUILDING

[Moved to Schedule 2 on First Consolidation and renumbered 25]

21. SUNDRY ITEMS ON COMMON PROPERTY FOR THE USE OF A LOT

[Moved to Schedule 2 on First Consolidation and renumbered 26]

22. AIR CONDITIONING

[Moved to Schedule 2 on First Consolidation and renumbered 27]

23. EXCLUSIVE USE OVER COMMON PROPERTY RELATIVE TO AIR-CONDITIONING

In accordance with section 42(8) of the Strata Titles Act 1985, the rights of exclusive use and enjoyment over that volume of the common property occupied by any air conditioning (including ducting, cabling and any ancillary equipment) that services and relates to an Individual lot are granted to the proprietor of the lot to which the air conditioning machinery relate but only for the purpose of providing and maintaining conditioned air for that lot.

24. RESERVE FUND

[Deleted on First Consolidation]

25. SERVICES & FACILITIES

[Moved to Schedule 2 on First Consolidation and renumbered 28]

26. BUILDING WORKS

- (1) The strata company reserves the right to carry out any building works on the common property and to the buildings.
- (2) The strata company may:
 - (a) repair, renovate or maintain any buildings or common property;
 - (b) alter the common property, including its size, nature and arrangements;
 - (c) extend or alter any of the buildings and the Recreation Facilities;
 - (d) alter the access to the buildings or to the lots, including for pedestrians or for vehicles.
- (3) The building works must be undertaken for a proper purpose, which proper purposes may include:
 - (a) to improve the appearance, quality or physical arrangement of the buildings or the common property; and



- (b) to improve the convenience, safety or security of proprietors and others when using the buildings and common property.
- (4) In carrying out the works, the strata company must use reasonable endeavours to minimise inconvenience or nuisance to the proprietors use and enjoyment of the lot.
- (5) To recover the costs for the works, the strata company may enter into arrangements with the proprietors for the proprietors to contribute to the costs.

27. USE OF LIFT FOR TRANSPORTING FURNITURE AND EQUIPMENT

[Moved to Schedule 2 on First Consolidation and renumbered 29]

28. SIGNAGE ERECTION AND INSTALLATION

[Moved to Schedule 2 on First Consolidation and renumbered 30]

29. OBLIGATION TO NOTIFY DEFECTS OF SERVICES

[Moved to Schedule 2 on First Consolidation and renumbered 31]

30. PEST MANAGEMENT

[Moved to Schedule 2 on First Consolidation and renumbered 32]

31. TOILETS, DRAINAGE AND HYGIENE

[Moved to Schedule 2 on First Consolidation and renumbered 33]

32. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS OR LOT PROPRIETORS

[Moved to Schedule 2 on First Consolidation and renumbered 34]

33. ACCESS INSTRUCTING OF CONTRACTORS BY PROPRIETORS

[Moved to Schedule 2 on First Consolidation and renumbered 35]

34. FLOOR LOADING

[Moved to Schedule 2 on First Consolidation and renumbered 36]

35. DISPUTE RESOLUTION

[Moved to Schedule 2 on First Consolidation and renumbered 37]

36. STRATA COMPANY MAY MAKE RULES

[Moved to Schedule 2 on First Consolidation and renumbered 38]

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles may but 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.



37. PENALTY FOR BREACHING A BY-LAW

[Deleted on First Consolidation]

38. LEASING OF LOTS

[Moved to Schedule 2 on First Consolidation and renumbered 39]

39. EMPLOYMENT OF A STRATA MANAGER

[Deleted on First Consolidation]

40. NOISE

[Moved to Schedule 2 on First Consolidation and renumbered 40]

41. TENANTS, OCCUPIERS TO BE BOUND BY THESE BY-LAWS

[Moved to Schedule 2 on First Consolidation and renumbered 41]

42. WINDOW TREATMENTS AND EXTERIOR GLASS

[Moved to Schedule 2 on First Consolidation and renumbered 42]

43. WATER LEAKAGE TO OTHER LOTS OR COMMON PROPERTY

[Moved to Schedule 2 on First Consolidation and renumbered 43]

44. POWER OF STRATA COMPANY REGARDING SUB METERS

- (1) Where the supply of utilities to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage of each utility by each Lot and may engage the services of a third party for this purpose.
- (2) The Strata Company may recover the costs of the supply of each utility attributable to each Lot, such costs to be determined based on the prevailing tariffs from time to time.
- (3) The Strata Company may, at its election, recover the costs referred to in sub-bylaw 44.2 as a levy against the relevant Proprietor and the Proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 44.3 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- (4) The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$300 and if any amount so paid is applied by the Strata Company under sub-bylaw



44.6, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.

- (5) The Strata Company must lodge every sum received under this by-law to the credit of an interest-bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this by-law, be held in trust for the Proprietor or occupier who made the payment.
- (6) The Proprietor or occupier in respect of which a sub meter is used for the supply of each utility refuses or fails to pay any charges due for the supply of each utility to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
 - (a) 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 a security under sub-by-law 44.4, including any interest that may have accrued in respect of that account; and
 - (b) issue the Proprietor or occupier with:
 - i. a payment reminder notice (Reminder Notice) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
 - ii. failing compliance with a Reminder Notice, a disconnection notice (Disconnection Notice) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (c) disconnect the utility supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
 - (d) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to sub-by-law 44.3.
- (7) A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.
- (8) A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this by-law 44.
- (9) Where a person who has paid an amount under this by-law to a Strata Company satisfies the Strata Company that they are 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 each utility to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this by-law.



45. VARIATION OF BASIS FOR LEVYING SOME CONTRIBUTIONS

- (1) In accordance with section 42B of the Act the method of assessing contributions to be levied on proprietors under section 36 of the Act is varied due to the activities and uses that will be occurring on the strata scheme, and to enable the scheme to be efficiently managed, the strata company uses the devices referred to in by-law 45 of the Schedule 1 By-laws to operate separate costs.
- (2) The expenses which are Cost Items (meaning any cost, expense or liability incurred by the strata company in the performance of its obligations and that may relate to any specific part of the strata scheme) may be allocated other than on a strict unit entitlement basis.
- (3) Each of the areas identified in clause:
 - (a) will be operated as a separate Cost Centre (being the specific areas to which Cost Items are apportioned or allocated); and
 - (b) The Cost Centre that a proprietor will be required to contribute to will be determined as follows:
 - (i) the proprietor of the Commercial Lot will be allocated to the "All Lots Cost Centre"; and
 - (ii) the proprietors of the Residential Lots will be allocated to the "All Lots Cost Centre and Residential Cost Centre".
- (4) The strata company must operate the Cost Centres when apportioning Cost Items so that the Cost Items for the relevant Cost Centre will be allocated to the proprietors of that Cost Centre. Within a Cost Centre, Cost Items shall be apportioned on the basis of the total unit entitlement of all proprietors forming part of that Cost Centre. Cost Items may, where necessary, be apportioned between two or more Cost Centres, either equally or in the proportions that the strata company considers appropriate.
- (5) The proprietor will pay the proportion of the Cost items of the Cost Centre that the proprietor's unit entitlement bears to the total unit entitlement of all proprietors forming part of that Cost Centre.
- (6) The strata company shall not be required to maintain a separate bank account for each Cost Centre and may maintain one account containing moneys held for more than one Cost Centre.
- (7) The decision of the strata company in the calculation of contributions towards particular Cost Items, or the apportionment of these, shall be conclusive in the absence of a manifest error, however should include, although not limited to:
 - (a) the Residential Lots will be responsible for all operating and maintenance expenses associated with the residential lifts;
 - (b) the Residential Lots will be responsible for all cleaning costs associated with the ground floor lobby and all residential floors of the scheme;



- (c) the Residential Lots will be responsible for all expenses associated with the operation (including utility costs), maintenance and cleaning of the recreational facilities located on Ground Level and Level 13,
- (d) should there be any additional charge or a premium relating to the Strata Company insurance due to the use of the Commercial Lot then that additional charge will be payable by this lot.

46. Financial Year By-Law

The financial year for the strata company will be determined at a general meeting of the strata company by an ordinary resolution resolving a period of 12 months ending on a defined date and in the absence of such resolution, the financial year shall be a period of 12 months ending on **31 October**.

47. Costs of recovering unpaid contributions and other amounts

- 47.1 If the owner of a lot refuses or fails to pay to the strata company any amount due for:
- 47.1.1 contributions (whether levied under section 100 or any other amount properly due to the strata company;
 - 47.1.2 the costs of making good any damage to common property caused by that owner or the occupier or other resident of that owner's lot or the Invitee of the owner, occupier or other resident;
 - 47.1.3 the costs of making or defending any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to the Act or otherwise or any breach of the by-laws by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
 - 47.1.4 the costs of rectifying any works carried out on common property as a result of an unauthorised instruction or action of that owner or the occupier or other resident of that owner's lot;
 - 47.1.5 the costs of remedying a breach of any of the by-laws or any provision of the Act committed by that owner or the occupier or other resident of that owner's lot or the invitee of the owner, occupier or other resident;
 - 47.1.6 the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behaviour of the owner, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property;
 - 47.1.7 any contractor fees or charges or associated strata manager fees or charges where the strata company and or strata manager has arranged for a contractor to attend at a lot to carry out any work, repairs and or inspection and the owner, occupier or other resident



fails to be in attendance and or grant entry to the contractor to the lot preventing the contractor from completing the work order and the contractor claims fees or charges for that attendance and any associated strata manager fees or charges,

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

47.2 All costs incurred in taking action pursuant to sub-bylaw 47.1, including, but not limited to:

47.2.1 strata company manager's costs, pursuant to the management agreement between the strata company and the strata company manager or as otherwise determined by the strata company;

47.2.2 legal costs on a solicitor / own-client basis; and

47.2.3 debt recovery agency's costs;

may be included and claimed in such action. All such costs shall be payable by the owner.

47.2.4 in respect of costs other than legal costs, as liquidated damages; and

47.2.5 in respect of legal costs of proceedings in a court of competent jurisdiction, as costs of those proceedings on a solicitor / own-client basis,

provided always that before issuing any proceedings the strata company shall issue or cause to be issued to the owner a written notice specifying amounts to that date in respect of which such proceedings are to be taken.

47.3 To the extent that the strata company may be precluded from claiming all or any part of the costs incurred pursuant to this by-law as liquidated damages, the council is hereby empowered, when required:

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

47.3.2 to exercise the function prescribed by section 100 in accordance with the provisions of this by-law in which case a contribution under that section in respect of the relevant costs shall be deemed to have been levied on the owner by service of notice under sub-bylaw 47.2.

47.4 None of an owner's obligations under by-law 47 will merge in or be limited or affected by any judgment obtained by the strata company.



Schedule 2 – Conduct By-Laws

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

2. Use of common property

An owner or occupier of a lot must —

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots 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 an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not —

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

5. *[Deleted by Amendment to the Act in 2020]*



6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on 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 an owner or occupier of another lot or of any person lawfully using the common property.

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company —

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

10. Floor coverings

An owner 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 an owner or occupier of another lot.

11. Garbage disposal

An owner or occupier of a lot must —



- (a) maintain within their 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;
- (b) comply with all local laws relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not —

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building;
or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

14. Appearance of lot

An owner or occupier of a lot must not, without the 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 building.

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the Strata Company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

15A. PETS

- (1) A proprietor, occupier or other resident of a Residential Lot may keep, without the consent of the strata company:
 - (a) fish in an enclosed aquarium;

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles may but 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.



- (b) one caged bird;
 - (c) one Small Dog; and
 - (d) one cat,
(each a Pet).
- (2) A proprietor, occupier or other resident of a Residential Lot must obtain the prior written consent of the strata company before that proprietor or occupier keeps:
- (a) more than one Pet; or
 - (b) any other animal
- (3) A proprietor, occupier or other resident may only enter upon the common property with a Pet for the purpose of access to, and egress from, their lot.
- (4) The owner of any animal that defecates or urinates on common property shall promptly clean up the mess and disinfect the affected area.
- (5) The strata company may serve notice on a proprietor, occupier or other resident of a lot who's pet consistently makes a noise that can be heard outside of the lot or causes a nuisance to other proprietors requiring the proprietor to remove the offending pet from the parcel within 7 days of service of the notice.

16. STORAGE OF GASES, MEDICATION AND HAZARDOUS MATERIALS

A proprietor, occupier or other resident of a lot shall not, use or store upon the lot or upon the common property any flammable chemical, liquid or gas or hazardous chemicals unless the flammable chemical, liquid or gas or hazardous chemicals are stored in accordance with the regulations and requirements of the appropriate government agencies and the prior written approval of the strata company has been obtained.

17. GARBAGE DISPOSAL

- (1) A proprietor, occupier or other resident of a lot shall -
- (a) use the garbage bins to dispose of garbage, trash or other waste;
 - (b) comply with all local government authority by-laws and ordinances relating to garbage disposal;
 - (c) ensure that any medical waste is disposed of in the appropriate manner;
 - (d) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his or her disposal of garbage.
 - (e) ensure that any waste that is placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions.



- (2) Any proprietor, occupier or other resident or tenant who is moving into or out of a lot shall at their expense immediately dispose of any rubbish (including cardboard boxes, wrapping material, packaging, broken furniture or similar waste). None of these, nor similar materials, are to be stored, kept or remain on a lot, the common property or the proprietors car parking bay. In the event that a proprietor, occupier, other resident or tenant does not dispose of such rubbish immediately, the strata company may do so and the proprietor, occupier, other resident or tenant will be responsible for the cost of doing so.

18. SMOKING

- (1) No person shall smoke tobacco or any other substance in any part of the common property including the Facilities.
- (2) A proprietor, occupier or other resident of a lot who breaches this by-law or permits a breach of this by-law hereby indemnifies and agrees to keep indemnified the strata company against all loss, damage, liability and expense in respect of any claim by the Fire and Emergency Services Authority or any other authority or person arising from a breach of this by-law.
- (3) A proprietor who smokes tobacco or any other substance within the confines of their lot must take all reasonable precautions to ensure that smoke or odours do not affect the peaceful enjoyment of other proprietors, tenants or occupiers.

19. BICYCLES, SKATEBOARDS, ETC

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

- (1) permit any bicycle, scooter or motorcycle to be stored in the common property other than in the places (if any) determined by the strata company;
- (2) permit any bicycle or motorcycle to be brought into any part of the common property other than those areas (if any) as may be designated by the strata company from time to time; and
- (3) use any skateboard, roller blades or other like equipment on any part of the common property.

20. BALCONIES

- (1) The external appearance of the building is to be maintained to a uniform appearance.
- (2) A proprietor, occupier or other resident of a lot shall not do any of the following without the prior written consent of the strata company:
 - (a) enclose or add any blinds, awnings or other material to the terrace or balcony of a lot;
 - (b) place or keep pot plants or planter boxes on the balcony or terrace of a lot;
 - (c) install a gas bayonet on a balcony or terrace;
 - (d) install a barbeque or other cooking device on a balcony or terrace; or

- (e) install or affix any structure (including shade sails), improvement or object to the balcony, terrace or an external wall or surface of the building.

21. SECURITY, SECURITY CAMERA, SECURITY KEYS AND ALARMS

- (1) The strata company may restrict access to the Facilities and other parts of the parcel by the use of Keys.
- (2) In addition, for the purpose of securing the buildings and common property from intruders and others not entitled to access and to preserve the safety of the buildings from fire and other hazards, the strata company, without limitation, may:
 - (a) close off, or restrict by means of a Key, access to any part of the buildings or common property on either a temporary or permanent basis; and
 - (b) permit, to the exclusion of proprietors, occupiers and other residents, any part of the common property to be used by a security person or security equipment as a means of monitoring the security of the parcel.
- (3) The strata company will provide each proprietor with two original Keys to enable the proprietor to operate the security access devices within the parcel,
- (4) A proprietor must exercise a high degree of caution and responsibility in making a Key available for use by an occupier, tenant or resident of a lot and must take all reasonable steps, including, without limitation, an appropriate agreement in any lease or licence of a lot to ensure return of the Key to the proprietor or the strata company.
- (5) A proprietor, occupier or other resident of a lot in possession of a Key must not duplicate or permit the security Key to be duplicated and must take all reasonable steps to ensure that the Key is not lost or handed to any person not entitled to possession of the Key and is not disposed of other than by returning it to the proprietor or the strata company.
- (6) A proprietor, occupier or other resident of a lot must promptly notify the strata company if a Key is lost or destroyed. The strata company may charge a fee for any additional or replacement Key required by a proprietor, occupier or other resident.
- (7) A proprietor shall be permitted at its cost to install a security system within their lot provided it does not have an audible alarm system and it does not interfere with the Facilities or the electronic systems, radio or television transmissions of other lots.

22. DEBT COLLECTION

All costs associated with debt recovery from an Owner, including the Strata Managers fees, will be the responsibility of the relevant Owner. However, where the above costs cannot be immediately recovered from the Owner, the Strata Company will initially pay the debt recovery costs and continue to seek reimbursement from the relevant Owner.



23. OBLIGATIONS REQUIRED BY THE DEVELOPMENT APPROVAL

- (1) The Strata Company is obligated at all times to comply with the Development Approval conditions related to the strata scheme.
- (2) This by-law cannot be amended, repealed or added to without the express written approval of the City of Belmont and any other relevant governing authority.

24. USE OF LOTS

- (1) A proprietor or tenant of a lot must -
 - (a) conduct any business carried out on in his, her or its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
 - (b) at all times comply with the requirements of the City of Belmont in relation to approvals necessary for the conduct of the business;
 - (c) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise;
 - (d) not install any electrical equipment which will overload the cables, switchboards and other equipment that supply electricity to the scheme.

25. FACADES OF THE BUILDING

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades of the building without the prior written approval of the Council.

26. SUNDRY ITEMS ON COMMON PROPERTY FOR THE USE OF A LOT

Other than Items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (e.g. air conditioners, fly screens, door locks, lights, awnings, etc.; but not limited to such items) that were installed on common property prior to the registration of the strata plan and which are solely for the exclusive use of a particular lot.

27. AIR CONDITIONING

The proprietor of a lot shall be responsible for the insurance, and if necessary, the repair, replacement and installation of any new air conditioning unit or the maintenance and upkeep of an existing system. Air conditioning compressors must be installed on the roof of the building unless otherwise approved by the strata company.



28. SERVICES & FACILITIES

- (1) A proprietor, occupier or other resident must comply with the strata company's reasonable instructions regarding the use of the Facilities and must not interfere with or allow anything to be done which might impair the efficient operation of any of the Facilities.
- (2) The strata company has no liability to the proprietor, occupier or other resident for financial loss or inconvenience, including any damages, because:
 - (a) any of the Facilities are out of order and are not functioning properly or at all; or
 - (b) any of the Facilities are temporarily stopped or interrupted pending inspection, repair, maintenance, replacement or any other cause.
- (3) The strata company, and persons authorised by the strata company, may after providing reasonable notice enter any lot:
 - (a) to inspect the condition and state of repair of the lot, the Services to the lot and the Facilities;
 - (b) to carry out any repairs, including maintenance, installations, alterations, replacement or renewal in respect of a building, the lot, the Services or the Facilities to or situated in the lot, in order to:
 - (i) undertake work which the strata company is required or desires to carry out; and
 - (ii) comply with the Law and the requirements of any relevant authorities;
 - (c) to carry out work in conjunction with or to any adjoining lot which cannot be reasonably undertaken without access from or through the lot;
 - (d) to undertake work which the proprietor has failed to carry out in breach of its obligations under these by-laws or has failed to complete in a workmanlike manner; and
 - (e) to remove unauthorised work, additions, alterations or signs, undertaken or installed by the proprietor, occupier or other resident in breach of its obligations under these by-laws.
- (4) The strata company may make agreements, on terms determined by the strata company, with statutory or other relevant authorities, or persons, including without limitation, the suppliers of the Services, in relation to the provision of the Services to the lots and the common property.
- (5) The strata company reserves the right to maintain Services to the lots and to the common property by having those Services passed through, under or above the lots and shall have access to those Services for the purpose of maintenance, repair or replacement or to provide additional Services.
- (6) Residents must comply with the House Rules in relation to the use of the common Facilities including but not limited to the swimming pool, spa, sauna, steam room, theatre, dining and residents lounge, BBQ's and sky level 13.



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

29. USE OF LIFT FOR TRANSPORTING FURNITURE AND EQUIPMENT

- (1) A proprietor, occupier or other resident shall at all times adhere to the lift loading limits.
- (2) A proprietor or tenant shall be entitled to use the lifts for the transportation of furniture and equipment between the hours of 8.00am and 5.00pm subject to the written permission of the Council or the Strata Manager.
- (3) A proprietor or tenant and their contractors or workmen shall use the protective curtains and padding on all occasions to protect the lift walls and floors when transporting, furniture, equipment, tools or any other similar items that are likely to cause damage to the lift walls.
- (4) A proprietor will be responsible for the cost of any repairs required to be undertaken by the strata company as a result of damage caused to the lift whilst the lift is being used by the proprietor or the proprietor's invitees for these purposes.

30. SIGNAGE ERECTION AND INSTALLATION

- (1) No Signage may be placed, installed or erected upon the roof of the building.
This by-law 30(1) cannot be amended, repealed or added to without the prior written consent of the City of Belmont.
- (2) Subject to by-law 30(1) nothing in these by-laws prevent the original proprietor from, for a period of 24 months, following the registration of the strata plan, displaying on any part of the parcel such Signage as the original proprietor sees fit.
- (3) Subject to by-law 30(4), a proprietor, occupier or other resident of a Residential Lot shall not display, install or erect any Signage:
 - (a) on any part of a lot in such a way as to be visible from outside the lot; or
 - (b) on any part of the common property.
- (4) Subject to by-law 30(6), in addition to the other obligations in this by-law 30, a proprietor, occupier or other resident may only display, install or erect a "for sale" sign or a "for lease" sign with respect to their lot after having obtained the prior written consent of the strata company and having complied with the strata company's requirements with respect to that "for sale" or "for lease" sign, which requirements may include requirements as to size, location, colour and the period of time during which the "for sale" or "for lease" sign can remain in place.
- (5) A proprietor or occupier of a Commercial Lot may install signage within their lot, if approved by the strata company, and such approval shall not be unreasonably withheld.



- (6) For a period of 12 months starting from registration of the strata plan, a proprietor, occupier or other resident of a Residential Lot:
 - (a) must not display, install or erect a "for sale" sign with respect to their lot; and
 - (b) also must not display, install or erect a "for lease" sign.
- (7) The strata company may (without liability for doing so) remove and dispose of any Signage placed, installed or erected in breach of this by-law 30.

31. OBLIGATION TO NOTIFY DEFECTS OF SERVICES

- (1) A proprietor, occupier or other resident shall give the strata company or managing agent prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures which are situated in his or her lot. The strata company shall have authority by its agents or servants in the circumstances having regard to the urgency involved to carry out such repairs and renovations, as they deem necessary for the safety and preservation of the buildings and services.
- (2) If the strata company expends money to make good damage caused by a breach of the Act or bylaws by any proprietor or his tenants, servants, agents, invitees or licensees the strata company shall be entitled to recover the amount expended as a debt in an action in any court of competent jurisdiction from the person who was the proprietor of the lot at the time when the breach occurred.

32. PEST MANAGEMENT

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

33. TOILETS, DRAINAGE AND HYGIENE

- (1) The proprietor, occupier or other resident shall:
 - (a) not use the toilets, sinks, drainage and plumbing in the lot or on the common property for purposes other than those for which they were designed;
 - (b) not place in any of those facilities rubbish, chemicals or contaminated substances which they are not designed to receive or which would contravene the Law, and
 - (c) repair any damage caused to any of those facilities by breach of these by-laws.
- (2) Each proprietor, occupier or other resident must keep their lot clean.



34. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS OR LOT PROPRIETORS

Where and to the extent that the strata company resolves that access is reasonably necessary or desirable for repairs to the common property or a lot, the proprietor occupier or resident of a lot shall permit a lot proprietor or the strata company and their servants, agents and contractors and invitees with all necessary plant and equipment to have access through his or her lot or exclusive use area in order to obtain reasonable access to any part of the common property or lot.

35. ACCESS INSTRUCTING OF CONTRACTORS BY PROPRIETORS

A proprietor, occupier or other resident shall not directly instruct any contractors or workmen employed by the strata company unless authorised by the strata company. Any proprietor, occupier or other resident instructing any contractor or workmen without authorisation from the strata company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work which the strata company deems unsatisfactory.

36. FLOOR LOADING

A proprietor, occupier or tenant of a lot shall 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 their lot or the common property and without limitation, not allow a weight loading on any part of their lot other than that is specified in the engineering specifications for that lot.

37. DISPUTE RESOLUTION

- (1) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve such a dispute then the provision of this by-law shall apply.
- (2) A party asserting a dispute must give the other a Dispute Notice.
- (3) The Dispute Notice must state:
 - (a) what is in dispute;
 - (b) the arguments of the party giving the Dispute Notice; and
 - (c) what should be done to rectify the dispute.
- (4) The party receiving the Dispute Notice must respond in writing within five (5) business days of receiving the Dispute Notice.
- (5) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.



- (6) The conference with the Independent Person must be held within fourteen (14) days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (7) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (8) During the dispute resolution process the parties must continue to perform their obligations existing due to the terms of the by-laws.
- (9) Subject to the parties' rights under the Strata Titles Act 1985, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties' pays the costs of and incidental to the resolution of the dispute.

38. STRATA COMPANY MAY MAKE RULES

- (1) The strata company may from time to time make, withdraw or amend rules for the enjoyment, use and management of the common property, including (but not limited to) the enjoyment, management or control of:
 - (a) the Facilities and the Services, including any booking system, security/cleaning deposit or bond, limitation of use, maximum number of users, etc
 - (b) the vehicle access ways;
 - (c) visitors' vehicle parking;
 - (d) security; ~~(e)~~the lifts, stairways and passageways;
 - (f) rubbish collection;
 - (g) charges relating to the security system and the Keys;
 - (h) the use of common areas by the proprietors or occupiers of lots;
 - (i) the consumption of alcohol on the common property;
 - (j) entry onto the roof of the building including when entering onto the roof to access any Exclusive Use Area; and
 - (k) any other matter that the strata company reasonably considers necessary, provided that such rules must not conflict with the by-laws or the Strata Titles Act 1985.
- (2) Any costs associated with the cleaning and repair of the common area as a result of the sole use by a proprietor, his tenant or invitee, shall be payable by the proprietor of the lot concerned and such costs may be raised as a contribution to the strata company in accordance with section 36(1) of the Strata Titles Act 1985 and recoverable as a debt in a court of competent jurisdiction.



39. LEASING OF LOTS

- (1) A Proprietor of a Residential Lot may grant occupancy rights in respect of the Lot to residential tenants for a term not less than 3 months.
- (2) Prior to the leasing of a lot the proprietor shall before the commencement date of such lease;
 - (a) inform the strata company of the name of the proprietors managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
 - (b) provide the lessee with a copy of the strata company by-laws;
 - (c) provide to the strata company a copy of an executed and stamped lease and ensure that such lease states that any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

40. NOISE

- (1) A proprietor must not use its lot in a manner which would unreasonably cause damage, nuisance or disturbance to other proprietors or their users, or to the owners or occupiers of adjoining lots.
- (2) A proprietor must not use a lot in a noisy, noxious or offensive manner.
- (3) A proprietor must not use any plant or machinery or the Facilities on the lot so as to unreasonably constitute a nuisance or disturbance to the other proprietors, occupiers or other residents of the parcel.
- (4) A proprietor, occupier or other resident must not use any radio, gramophone, television, amplifier, audio-visual, sound or imagery production equipment in the lot unless it is sound producing equipment which cannot be heard outside of the lot.

41. TENANTS, OCCUPIERS TO BE BOUND BY THESE BY-LAWS

A proprietor tenant or invitees, including without limiting the generality of the term, any lessee or licensee of the proprietor or tenant shall be bound by these by-laws.

42. WINDOW TREATMENTS AND EXTERIOR GLASS

To maintain consistency in the external appearance of the building, a proprietor, occupier or other resident of a Residential Lot shall not install curtains, blinds or window treatments visible from outside the lot unless the curtains, blinds or window treatments have white backing material.



43. WATER LEAKAGE TO OTHER LOTS OR COMMON PROPERTY

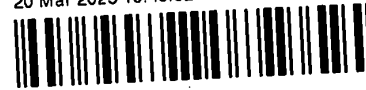
- (1) A proprietor shall ensure that all wet areas, such as bathrooms, en-suites, toilets, laundries, kitchens and balconies in the lot are maintained in a proper sealed manner so as to prevent the leakage, seepage or transference of any water or other liquid to any part of the common property (other than waste pipes provided for the disposal of such water or liquid) or to any other lot or part of the parcel.
- (2) If any leakage, seepage or transference of any water or liquid from the wet areas of a lot to another lot or any part of the common property or the building occurs, then the proprietor of the lot from which the leakage, seepage or transference has occurred shall, at its cost, rectify such leakage, seepage or transference of such water or liquid within a reasonable time after the strata company gives written notice to rectify.
- (3) If a proprietor of the lot from which the leakage, seepage or transference has occurred fails to rectify such leakage, seepage or transference of such water or liquid within a reasonable time, then the strata company may carry out such works as may be required in accordance with sections 38 and 39 of the Strata Titles Act 1985 and employ any means necessary to rectify such leakage, seepage or transference and recover any costs incurred by the strata company in so doing from a proprietor in accordance with section 38 of the Strata Titles Act 1985.
- (4) If any leakage, seepage or transference of water or liquid is due to a fault or defect in the common property then paragraphs (1) and (2) of this by-law will not apply except that the strata company may exercise its powers under sections 38 and 39 of the Strata Titles Act 1985.



OFFICE USE ONLY

P487354 SB

20 Mar 2023 15:45:32 Perth



SB Scheme By-laws - Application to Amend

Lodged by:¹⁵ GV Lawyers

Address: Level 5, Irwin Chambers, 16 Irwin Street, Perth WA 6000

Phone Number: (08) 9325 6188

Fax Number: (08) 9221 1745

Reference Number: PM:20221471

Issuing Box Number: 82T

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

Prepared by: GV Lawyers

Address: Level 5, Irwin Chambers, 16 Irwin Street, Perth WA 6000

Phone Number: (08) 9325 6188

Fax Number: (08) 9221 1745

Reference Number: PM:20221471

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial:

¹⁵ Lodging Party Name may differ from Applicant Name.
Version 2

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles may but 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 5 – Execution

1. Common Seal¹¹

Date of Execution: _____

The common seal of^{f12}

The Owners of Vantage Apartments, Strata Scheme 67408

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:



Member of Council¹³:

Member of Council¹³:

Signature

Signature

Full Name

Full Name

OR

2. No Common Seal¹¹

Date of Execution: 16th March 2023

Signed for and on behalf of^{f12} **The Owners of Vantage Apartments, Strata Scheme 67408** in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council / Strata Manager of strata company¹⁴:

Member of Council / Strata Manager of strata company¹⁴:

Signature

Signature

Full Name

Full Name

¹¹ See SIG-14 for execution of documents by a strata company.

¹² Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹³ The common seal must be witnessed by 2 members of council.

¹⁴ Select whichever is applicable.



Part 3 – By-laws of Significance

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

By-law number(s)

Staged subdivision by-laws⁴: _____

By-law under planning (scheme by-laws) condition⁵: _____

Exclusive use by-laws⁶: _____

Western Australian Planning Commission approval number (if applicable)⁷:

Leasehold by-laws⁸: _____

Part 4 – Attachments

- Consent Statement – Designated Interest⁹ Holders, to staged subdivision by-laws
- Consent of the Owner of the Leasehold Scheme¹⁰, to leasehold by-laws or staged subdivision by-laws
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of WAPC or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

⁴ Refer *Strata Titles Act 1985* section 42.

⁵ Refer *Strata Titles Act 1985* section 22.

⁶ Refer *Strata Titles Act 1985* section 43.

⁷ Refer *Strata Titles Act 1985* section 20.

⁸ Refer *Strata Titles Act 1985* section 40.

⁹ Refer section 3(1) of the Act for meaning of designated interest.

¹⁰ 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 may but 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.