




**OFFICE USE ONLY**

**O931502 SB**

05 Nov 2021 10:51:22 Perth



**SB** Scheme By-laws – First Consolidation

Lodged by:<sup>13</sup> Lavan

Address: Level 18, 1 William Street  
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1168891

Issuing Box Number: 99A

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

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Prepared by: Lavan

Address: Level 18, 1 William Street  
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Fax Number: + 61 8 9288 6001

Reference Number: 1168891

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**OFFICE USE ONLY**

Landgate Officer

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

Landgate Officer Initial: 

<sup>13</sup> Lodging Party Name may differ from Applicant Name.

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.





2. No Common Seal

Signed for and on behalf of the Owners of<sup>9</sup> **Allegro Strata Scheme 44450** in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*<sup>10</sup>.

Member of Council /  Strata Manager<sup>11</sup>:       Member of Council /  Strata Manager<sup>11</sup>:

D. J. Cooper  
Signature  
Darren John Cooper  
Full Name  
85  
Delegation<sup>12</sup>  
85  
Lot Number

D. J. Cooper  
Signature  
DERRICE DILLON DERRICE-ANN DILLON  
Full Name  
DE  
Delegation<sup>12</sup>  
73  
Lot Number

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

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

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

<sup>11</sup> Select whichever is applicable.

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

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





**Part 6 – Execution**

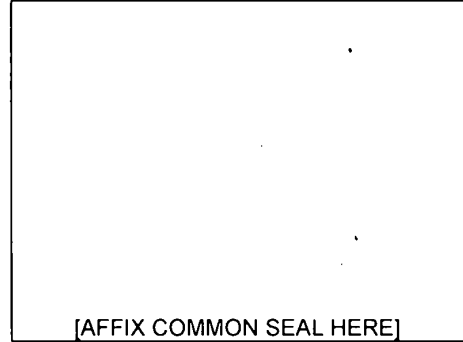
Date of Execution: 27/10/2021

1. Common Seal

The common seal of the Owners of<sup>7</sup>

**Allegro Strata Scheme 44450**

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



Member of Council:

Member of Council:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Delegation<sup>8</sup>

\_\_\_\_\_  
Delegation<sup>8</sup>

\_\_\_\_\_  
Lot Number

\_\_\_\_\_  
Lot Number

OR

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

<sup>8</sup> Expand to state whether “Authorised by [name of corporation] under s.136(2) of the Act”, if applicable.

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 5 – Attachments**

- Consent Statement – Designated Interest<sup>6</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

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

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



**Part 4 – By-laws of Significance**

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

By-law number(s)

Staged subdivision by-laws<sup>3</sup>: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By-law under planning  
(scheme by-laws) condition<sup>4</sup>: \_\_\_\_\_  
\_\_\_\_\_

Exclusive use by-laws<sup>5</sup>: **Schedule 1 By-law 20**  
**Schedule 1 By-law 35**  
**Schedule 1 By-law 36**  
**(note these are not new by-laws)**

<sup>3</sup> Refer *Strata Titles Act 1985* section 42.

<sup>4</sup> Refer *Strata Titles Act 1985* section 22.

<sup>5</sup> Refer *Strata Titles Act 1985* section 43.

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.





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

**Part 3 – Consolidated By-laws of Scheme Number: 44450**

**Governance By-Laws**

See Annexure A

**Conduct By-Laws**

See Annexure A

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





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

Page 2 of 8

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.



SB

## Scheme By-laws – First Consolidation

*Strata Titles Act 1985*

Part 4 Division 4

Scheme Number: **44450**

The Owners of<sup>1</sup> **Allegro Strata Scheme 44450** (strata company):

### **Part 1 – First Consolidation**

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

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

### **Part 2 – Application to Amend**

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

and certifies that:

By resolution without dissent, the voting period for which opened on \_\_\_\_\_ and closed on \_\_\_\_\_ (and which must be registered within 3 months from closing date) the

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

and /  or<sup>2</sup>

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/  repeal<sup>2</sup> to the Conduct by-laws were made as detailed here.

**Note: no resolution has been passed, however the Strata Company is lodging this approved form First Consolidation in accordance with regulation 180(2) of the *Strata Titles (General) Regulations 2019*.**

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

<sup>2</sup> Select one.



# ANNEXURE A

## CONSOLIDATED BY-LAWS

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### 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 Amending Act].

#### 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-bylaw (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-bylaw, 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) Where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors 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].
- (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].
- (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-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 (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.
- (10) While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council.

## **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.
- (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.

#### **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 [Deleted by Amending Act].

12 [Deleted by Amending Act].

13 [Deleted by Amending Act].

14 [Deleted by Amending Act].

15 [Deleted by Amending Act].

16 (1) The council must from time to time, by instrument in writing, appoint and remunerate a suitably qualified and professional strata manager and may, in like manner, delegate to the strata manager:

- (a) all of the council's powers, authorities, duties and functions;
- (b) any one or more of its powers, authorities, duties and functions specified in the instrument; or
- (c) all of its powers, authorities, duties and functions except those specified in the instruments;

and may, in like manner, revoke the appointment and delegation or revoke in part each delegation.

(2) Where the instrument of appointment so provides, a strata manager:

- (a) will have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the strata company and the council or such of those powers, authorities, duties and functions as may be specified in the instrument; and
  - (b) may sub-delegate each or any of the powers, authorities, duties and functions conferred upon the strata manager by the instrument of its appointment to a person whom the managing agent considers properly qualified and experienced in the management and operation of properties similar to the Building.
- (3) 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.
- (4) The council may:
- (a) appoint a strata manager under by-law 16(1) in conjunction with any other person, including the council of a strata company in respect of any other strata scheme relating to land adjoining the parcel; and
  - (b) delegate to the council of a strata company in respect of any other strata scheme relating to land adjoining the parcel the right to appoint a strata manager,

to manage the parcel and ensure the maintenance, repair, upkeep and decorative order of the common property in conjunction with the maintenance, repair and upkeep of the common property in the adjoining strata scheme.

- (5) The council may raise a separate levy from all proprietors to pay for the appointment of a strata manager to ensure the maintenance, repair, upkeep and decorative order of the common property in conjunction with the maintenance, repair and upkeep of the common property in the adjoining strata scheme and may allocate that levy between proprietors as the council sees fit having regard to the nature of each proprietor's lot and the relative needs of various buildings comprised in the parcel.

- 17** (1) The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1(1)(b).
- (2) The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 17(1).

**18 Strata contributions – reserve fund**

- (a) As provided in section 36 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- (1) In proportion to the unit entitlement of their respective lots; or
  - (2) In any other manner permitted under the by-laws and the Act from time to time.

- (b) The council of the strata company may raise the contributions levied by the strata company pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
  - (1) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and
  - (2) the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- (c) The council of the strata company must:
  - (1) establish a reserve fund in accordance with section 36(2) of the Act;
  - (2) determine the amount to be raised for the reserve fund being not less than 0.75% of the insured value of the building per annum; and
  - (3) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.
- (d) Pursuant to section 42(1)(c) of the Act, the council on behalf of the strata company may incur expenditure from the Administrative Fund and/or the Reserve Fund, in accordance with an approved budget, and which expenditure has been specifically approved as a Special Resolution at an Annual General Meeting or Extraordinary General Meeting, in association with the control, preservation or enhancement of the essence, theme, quality, maintenance, safety, security or amenity of the scheme and/or its surrounding and proximate areas.

## 19 Employees

The strata company may from time to time determine the terms and conditions upon which the services of any employee of, or contractor engaged by, the strata company to provide services to proprietors, residents and other occupants of lots are to be provided.

## 20 Exclusive Use Areas

- (1) The proprietor or occupier of Lot 86 (**Lot 86 User**) is given the exclusive right to use that part of the area marked "A" on the plans comprising Annexure B to this management statement (**Lot 86 Area**) to enable the Lot 86 User to use the Lot 86 Area in connection with the permitted use of Lot 86.
- (2) The Lot 86 User must:
  - (a) keep the Lot 86 Area in a *clean and tidy* condition and free from rubbish;
  - (b) *maintain the Lot 86 area in a manner that is in keeping with the quality, standard and maintenance levels of the scheme, including but not limited to the regular re-finishing and oiling of timbers, the maintenance of plants and all fixtures and fittings, and general cleanliness;*
  - (c) *maintain in force at all times a public liability and personal injury insurance policy in respect of the Lot 86 area in the amount of not less than five million*



*dollars (\$5,000,000) and on demand provide evidence of such insurance to the strata company, and indemnify the strata company in the event of any public liability and/or personal injury claim;*

- (d) allow the strata company access to the Lot 86 Area to enable the strata company to undertake any repair, maintenance or cleaning required by the strata company *or undertaken by the strata company in the event that it has given the lot 86 User 14 days prior written notice to rectify a matter and that matter has not been rectified; and*
  - (e) *pay the costs associated with the use, repair, maintenance, cleaning and insurance of the Lot 86 Area as determined by the strata company.*
- (3) The proprietor, occupier or other resident of Lot 87 (**Lot 87 User**) is given the exclusive right to use that part of the area marked "B" on the plans comprising Annexure B to this management statement (**Lot 87 Area**) to enable the Lot 87 User to use the Lot 87 Area in connection with the permitted use of Lot 87.
- (4) The Lot 87 User must:
- (a) keep the Lot 87 Area in a tidy condition and free from rubbish; and
  - (b) allow the strata company access to the Lot 87 Area to enable the strata company to undertake any repair, maintenance or cleaning required by the strata company; and
  - (c) pay the costs associated with the use, repair, maintenance, cleaning and insurance of the Lot 87 Area as determined by the strata company.
- (5) The proprietor or occupier of Lot 84 (**Lot 84 User**) and the proprietor or occupier of Lot 85 (**Lot 85 User**) are given the exclusive right to use that part of the areas marked "C" and "D" on the plans comprising Annexure B to this management statement (**Lot 84/85 Area**) to enable the Lot 84 User and the Lot 85 User to use the Lot 84/85 Area for the purpose of access to and from the basements of Lot 84 and Lot 85.
- (6) The Lot 84 User and the Lot 85 User must:
- (a) keep the Lot 84/85 Area in a tidy condition and free from rubbish;
  - (b) allow the strata company access to the Lot 84/85 Area to enable the strata company to undertake any repair, maintenance or cleaning required by the strata company; and
  - (c) pay in equal shares the costs associated with the use, repair, maintenance, cleaning and insurance of the Lot 84/85 Area as determined by the strata company.

## 21 Planter Boxes

- (a) An owner, occupier or other resident of lots 1, 2 and 3, (which lots include a planter box) must maintain that planter box to a reasonable standard including, without limitation, ensuring that:
  - (1) all plants are properly watered, weeded and tendered;
  - (2) any plants which die are replaced with similar plants; and
  - (3) plants are not overgrown.

- (b) If the owner, occupier or other resident of lots 1, 2 or 3 does not comply with bylaw 21(a), the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot.

## 22 MATV / PAY TV

The owner, occupier or other resident of a lot:

- (a) acknowledges and agrees that:
  - (1) the MATV / PAY TV distribution system (**TV System**) forms part of the common property; and
  - (2) any modification to the TV System within a lot may affect the proper functioning of the TV System in other lots;
- (b) must obtain the prior written consent of the strata company to any proposed modification to the TV System for a lot;
- (c) must engage the services of an approved Foxtel technician for any modifications to the TV System for a lot, including the installation, alteration or relocation of any points connecting the TV System to the interior or the exterior of a lot; and
- (d) must pay all costs associated with reinstating or repairing the TV System if unauthorised modifications to the TV System damage or affect the proper functioning of the TV System.

## 23 Louvres on balconies

- (a) In this bylaw:
  - (1) **Louvre Lot** means a lot which includes a balcony; and
  - (2) **Sunscreen Lot** means a lot which is sheltered by a sunscreen.
- (b) A proprietor, occupier or other resident of a Louvre Lot or a Sunscreen Lot must not reduce the existing number of, or alter the, louvres on that Louvre Lot or the sunscreens on that Sunscreen Lot as at the date of registration of the strata plan.
- (c) Despite bylaw 23(b), a proprietor, occupier or other resident of a Louvre Lot, is permitted to add louvres to the balcony of that Louvre Lot provided that:
  - (1) the new louvres are in accordance with the existing standard of louvres as at the date of registration of the strata plan;
  - (2) the new louvres meet all relevant statutory requirements; and
  - (3) no more than 50% of the opening of the balcony is enclosed (the opening of the balcony is taken to mean the area bounded by the walls, floor and ceiling of the balcony).
- (d) The strata company may elect to be responsible for the cleaning, repair and maintenance of the louvres on a Louvre Lot and the sunscreens on a Sunscreen Lot.
- (e) The proprietor or occupier or other resident of a Louvre Lot must permit the strata company and its appointed contractor access to the Louvre Lot to clean, repair and maintain the louvres on that Louvre Lot, provided that:

- (1) the strata company or the appointed contractor gives the proprietor, occupier or other resident of the Louvre Lot reasonable written notice of the requirement for access (except in the case of an emergency);
  - (2) access to the Louvre Lot is at a reasonable time (except in the case or an emergency); and
  - (3) the strata company and the appointed contractor cause as little disruption and inconvenience as is possible in the circumstances.
- (f) The proprietor or occupier or other resident of a Sunscreen Lot must permit the strata company and its appointed contractor access to the Sunscreen Lot to clean, repair and maintain the sunscreens on that Sunscreen Lot, provided that:
- (1) the strata company or the appointed contractor gives the proprietor, occupier or other resident of the Sunscreen Lot reasonable written notice of the requirement for access (except in the case of an emergency);
  - (2) access to the Sunscreen Lot is at a reasonable time (except in the case of an emergency); and
  - (3) the strata company and the appointed contractor cause as little disruption and inconvenience as is possible in the circumstances.

**24. Penalty for breach of by-laws**

Subject to section 42A of the Act, the penalty for breaching any of the by-laws shall be \$500 or such greater amount as may from time to time be prescribed by the *Strata Titles General Regulations 1996* for the purposes of section 42A.

**25. Default**

If a proprietor or occupier breaches any by-law and that default continues for 7 days after notice thereof is given to the proprietor or occupier by the strata company, then the strata company may enter and, if necessary remain upon any part of the parcel to make good such default and any costs or expenses incurred by the strata company in so doing shall be recoverable from the proprietor or occupier in default.

**26.** [Repealed by Notification N143478].

**27. Levies on differential basis for default and related expenses**

- (1) Pursuant to section 42B of the Act but subject to section 81(11) and section 111, where the strata company has incurred default or related expenses the strata company shall levy contributions in respect of such default or related expenses on the defaulting proprietor.
- (2) In this by-law:
  - (a) **costs** means all costs of and incidental to the relevant work or matter, including:
    - (i) an allowance based on the agreed amount or charge-out rate of any strata manager engaged by the strata company for time spent by the strata manager and not incorporated in the base fee charged by the strata manager in managing the scheme;
    - (ii) the costs and expenses of any debt collection agent engaged by the strata company;

- (iii) the costs and expenses of any tradesmen, security guards or other personnel engaged by the strata company;
  - (iv) the costs and expenses of any contractors, consultants or experts engaged by the strata company; and
  - (v) the costs and expenses of any solicitor engaged by the strata company on a solicitor and own client full indemnity basis, including barrister's fees where applicable;
- (b) **debt recovery action** means any action in a court of competent jurisdiction by the strata company under section 36(1)(d), section 36(4), section 38(5), section 42(13), section 53E(3) or section 55A(2) of the Act;
- (c) **default or related expenses** includes:
- (i) litigation expenses; and
  - (ii) work expenses;
- (d) **defaulting proprietor** means:
- (i) the proprietor to whom notice alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws has been given;
  - (ii) the proprietor who owes the debt the subject of the debt recovery action;
  - (iii) the proprietor against whom any application mentioned in sub-by-law 27(2)(e)(iii) has been made;
  - (iv) the proprietor of the lot the occupier of which:
    - (A) has been given notice alleging breach of the Act or of the by-laws of the strata company or against whom demand has been made pursuant to the Act or such by-laws;
    - (B) owes the debt the subject of the debt recovery action, or
    - (C) against whom an application mentioned in sub-by-law 27(2)(e)(iii) has been made;
- (e) **litigation** includes:
- (i) any notice given alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws;
  - (ii) any debt recovery action;
  - (iii) any application by the strata company to the State Administrative Tribunal to enforce any provision of the Act or the by-laws of the strata company under section 81 or section 83 of the Act, or by the strata company under section 91, section 92, section 103I or section 103K of the Act, and any appeal from any such application;
- (f) **litigation expenses** means the costs of the litigation; and
- (g) **work expenses** means the costs of carrying out work under section 38(1), section 38(2) or section 38(3) of the Act or any by-law.

**28. Service of notices and documents by electronic means**

- (1) Pursuant to section 125 of the *Strata Titles Act* and the *Electronic Transactions Act 2011 (WA)* notices and documents, including but not limited to notices and minutes of general meetings, notices of infringement of by-laws and invoices, may be served by the strata company by email or by other electronic means on any proprietor who has given written consent to that method of service.
- (2) The proprietors acknowledge that the Act obliges the strata company to allow any qualified applicant to inspect and obtain copies of all records relating to those notices and documents and their service on any proprietor.

**29 Electronic council meetings**

The Council may, by agreement of an absolute majority of its members, conduct a meeting of the Council by telephone, audio-visual or other agreed electronic means or any combination of these by which continuous communication is maintained between such of its members as constitutes a quorum under the by-laws.

**30 Use and maintenance of lot**

- (1) A proprietor, occupier or other resident must not:
  - (a) Use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business, including short term tenancies of less than six (6) months, without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities;
  - (b) use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;
  - (c) make undue noises or smells 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 the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;
  - (d) park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the bylaws;
  - (e) use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle: or
  - (f) hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage.
- (2) Without limiting the generality of by-law 30(1), a proprietor or occupier of a lot in which a business is carried on must:
  - (a) maintain the lot to the highest prevailing standards of cleanliness and hygiene;

- (b) at all times maintain the standard of decoration and repair to that of high class business premises;
  - (c) not use the lot or permit any use of the lot for any purpose likely to cause nuisance or annoyance to any other proprietor in the vicinity of the lot;
  - (d) 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;
  - (e) 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;
  - (f) ensure that all bins for the use of the occupier of the lot are emptied daily, disinfected weekly and kept within the building on the lot, and
  - (g) comply with any conditions imposed by the strata company in giving consent to the operation of the business in the lot.
- (3) (a) A proprietor, occupier or other resident 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;
  - (ii) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the strata manager; or
  - (iii) do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the strata manager.
- (b) A proprietor, occupier or other resident 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 via the basement;
  - (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; and
  - (vii) damage the common property.

- (c) A proprietor, occupier or other resident 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.
- (4) A proprietor, occupier or other resident of a lot which includes a balcony must:
  - (a) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a gas or electric barbeque, pot plants and similar items;
  - (b) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
  - (c) not install louvres or other structures which would enclose more than 50% of the opening of the balcony (the opening of the balcony is taken to mean the area bounded by the walls, floor and ceiling of the balcony); and
  - (d) permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this bylaw 30(4) are being complied with
- (5) [Repealed by Order of the State Administrative Tribunal dated 27 May 2020].

**31 Additions, alterations and cleanliness of lot**

- (1) A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event shall not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration.
- (2) A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.
- (3) 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. 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.
- (4) A proprietor of a lot must not make any changes to the floor coverings or floor space within the lot except with the prior consent in writing of the council and unless the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings

does not result in the LnTw of the floor ceiling system exceeding 52dB. If a proprietor of a lot installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturers recommendations.

- (5) A proprietor or occupier of a lot must keep clean all exterior surfaces of glass in windows, doors and sprandrels on the boundary of the lot, including so much as is common property, unless:
  - (A) the strata company resolves that it will keep the glass or specified part of the glass clean; or
  - (B) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (6) An owner or occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:
  - (A) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
  - (B) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines;
  - (C) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the strata company and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
  - (D) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (A);
  - (E) must not place anything in the receptacles of the owner or occupier of any other lot except within the permission of that owner or occupier; and
  - (F) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (7) Bylaw 31(6) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (8) An owner or occupier of a lot in a strata scheme that has garbage chutes or shared receptacles for garbage, recyclable material or waste:
  - (A) must ensure that before refuse, recyclable material or waste is placed in the chutes or receptacles it is, in the case of refuse, securely wrapped or, in the case or tins or other containers, completely-drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines,



- (B) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the chutes or receptacles and must take such action as may be necessary to clean the area within which that thing was spilled, and
  - (C) must comply with the reasonable requirements of the council of the strata company regarding the disposal of waste or recyclable material.
- (9) Bylaw 31(8) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

### 32 External use of lot

A proprietor, occupier or other resident 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, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- (b) without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height;
- (c) 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;
- (d) hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (e) 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 but nothing contained in this by-law must restrict the right of the original proprietors for the period of two (2) years following the registration of the Strata Plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such sign as the original proprietor sees fit;
- (f) carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- (g) cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- (h) install curtains or window treatments visible from outside the lot unless:
  - (1) the curtains or window treatments have white backing material;
  - (2) the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and

- (3) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.
- (i) install flyscreens, security screens or security doors on the exterior of the window and door frames to the lot;
- (j) reduce the existing number of louvres as at the date of registration of the strata plan but is permitted to add louvres to balconies provided that:
  - (1) the new louvres are in accordance with the existing standard or louvres as at the date of registration of the strata plan;
  - (2) the new louvres meet all relevant statutory requirements; and
  - (3) no more than 50% of the balcony is enclosed, or
- (k) to ensure the proper functioning of the exhaust system for the basement car park, enclose with an impervious material:
  - (1) the mesh screen store areas located in the basement car park of the building; or
  - (2) the mechanical ventilation louvres / grills in the external walls of the basement car park.

### 33 Default

Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent Jurisdiction.

### 34 Council bank accounts

The council may open such accounts in the name of the strata company in such bank or building society 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. All cheques drawn on any bank account of the strata company must be signed by any two members of the council.

### 35 Air-conditioning

- (1) In this bylaw:

**Air Conditioning Equipment** means the plant and equipment that provides air-conditioning to a lot including the fan unit located in the lot and the condenser unit which may be located either on common property or within the lot, together with all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

**Services Equipment** means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

- (2) The owner or occupier of a lot is entitled to the exclusive use and enjoyment of the Air- Conditioning Equipment and Services Equipment servicing that lot and the owner or occupier:

- (A) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and
  - (B) must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.
- (3) A proprietor is responsible for the repair, maintenance, service, alteration, adjustment or replacement of any airconditioner, airconditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the common property, of which the proprietor enjoys the use and benefit to the exclusion of all other proprietors.

### **36 Fitout and Alterations to a lot**

- (1) A proprietor, occupier or other resident of a lot must not undertake any building works within or about or relating to that lot unless:
- (a) 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
  - (b) the works are undertaken:
    - (i) strictly in accordance with the permits, approvals and consents referred to in paragraph (a); and
    - (ii) with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.
- (2) A proprietor, occupier or other resident of a lot must not undertake any building works within or about or relating to that lot until the proprietor of the lot:
- (a) submits to the strata company plans and specifications of any proposed works which affect:
    - (i) the external appearance of the building; or
    - (ii) the common property; or
    - (iii) the building structure or services; or
    - (iv) the fire or acoustic ratings of any component of the building; and
  - (b) 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;
  - (c) 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
  - (d) pays the costs referred to in paragraph (c) to the strata company.
- (3) The proprietor of a lot must ensure that:

- (a) 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
  - (b) the proprietor's employees, agents and contractors are supervised in the carrying out of the works so as to minimise any damage to or dirtying of the common property and the services in the common property.
- (4) 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:
- (a) building materials must not be stacked or stored in the front, side or rear of the building;
  - (b) scaffolding must not be erected on the common property or the exterior of the building;
  - (c) construction work times must comply with the local laws of the Town of Victoria Park;
  - (d) the exterior and common property of the building must at all times be maintained in a clean tidy and safe state; and
  - (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- (5) Before the proprietor of a lot commences any building works, the proprietor must:
- (a) 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
  - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the strata company.
- (6) 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 owner of the relevant lot or of the strata company in the case of common property.
- (7) The proprietor of a lot must immediately make good all damage to and dirtying of the building, the common property or the services in the building which are caused by building works to that proprietor's lot and, if the proprietor of that lot fails to immediately do so, the strata company may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor must promptly pay to the strata company any costs or liabilities incurred by the strata company in making good the damage or dirtying.

37 [Repealed by Order of the State Administrative Tribunal dated 27 May 2020]

38 **Security Keys**

- (a) The strata company will provide each proprietor of a lot, a security key or access device (**Security Key**) to enable the proprietor to access restricted areas in the building.

- (b) The strata company may charge a reasonable fee for any additional Security Key required by a proprietor.
- (c) A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier or other resident 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 Security Key to the proprietor or the strata company.
- (d) A proprietor of a lot in possession of a Security Key must not without the strata company's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security 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.
- (e) A proprietor of a lot must promptly notify the strata company if a Security Key is lost or destroyed.
- (f) The strata company will only arrange for the replacement of a Security Key if lost or destroyed, or for any additional Security Key required by a proprietor, during normal business hours.

### **39 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, occupier or other resident of that lot in the performance or observance of any bylaws including, but not limited to, recovery of strata company contribution fees.

## Schedule 2 – Conduct By-laws

### By-Laws relating to the Common Property

- 1 Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 2 A proprietor, occupier, or other resident 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, occupier, or resident of another lot or to any person lawfully using common property.
- 3 A proprietor, occupier or other resident of a lot must not:
  - (a) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) 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
  - (f) use any part of the common property in breach of any rules prescribed by the strata company.
- 4 The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.
- 5 **Affixing or altering external surface of a lot**

Notwithstanding any other by-law, a proprietor or a lot must not 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 of the strata company.
- 6 **Compliance with easement**

A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.
- 7 **Strata Company determinations**
  - (1) The strata company may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme:
    - (A) that commercial or business activities may be conducted on common property only during certain times; and

(B) that facilities situated on the common property may be used only during certain times or on certain conditions,

and provided that the determination is otherwise in accordance with all requirements of all relevant authorities.

(2) An owner or occupier of a lot must comply with a determination referred to in bylaw 7(1).

## **8 Alarm Systems**

A proprietor, occupier or other resident of a lot must not install or cause to be installed a security alarm system which has an audible alarm.

## **9 Recreational and common facilities**

(1) The council of the strata company may make rules regarding the use of the pool, gymnasium, and other recreational facilities situated on the common property (**Recreational Facilities**).

(2) A proprietor, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the proprietor, occupier or other resident, must at all times comply with the rules made from time to time by the council of the strata company in relation to the Recreational Facilities.

(3) A guest or visitor of a proprietor, occupier or other resident of a lot may not use the Recreational Facilities unless they are accompanied by that proprietor, occupier or other resident.

(4) The rules made by the council of the strata company in relation to the use of the Recreational Facilities may include the following rules:

(a) Children under the age of 10 years of age may use the Recreational Facilities only if accompanied and supervised by an adult;

(b) Glass objects, drinking glasses and sharp objects are not permitted in or about the Recreational Facilities;

(c) Running, ball playing, noisy or hazardous activities are not permitted in or about the Recreational Facilities;

(d) Swimming pool equipment must not, except with the approval of the council of the strata company, be interfered with, operated or adjusted;

(e) All users must be appropriately attired whilst using the Recreational Facilities;

(f) All users must remove all items they take with them onto the Recreational Facilities and properly dispose of refuse; and

(g) A maximum of 4 guests or visitors of a proprietor, occupier or other resident of a lot are permitted to use the Recreational Facilities at any one time.

## **10 Parking areas**

(a) The council of the strata company may make rules regarding the use of the car parking bays on the common property.

(b) A proprietor, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the proprietor, occupier or other resident, must at all times comply with the rules made from time

to time by the council of the strata company in relation to the use of the car parking bays on the common property.

- (c) For the purposes of this bylaw, the council of the strata company may place signs designating the car parking bays in the common property regarding the use of those bays.

## 11 Use of Lots

- (1) In these by-laws:

**Alfresco Areas** means any outdoor or open air eating or entertainment areas adjacent to a Cafe/Take-away Lot;

**Café Take-away Lot** means any Commercial Lot used as a cafe or take-away premises;

**Commercial Lots** means Lots 86 and 87;

**Home Office Lots** means Lots 81, 84 and 85; and

**Residential Lots** means lots other than the Commercial Lots.

- (2) The Commercial Lots may not be used for any of the following purposes or uses:

- (a) as a fish and chip or similar fast food shop unless exhaust systems and services are provided to the satisfaction of the strata company;
- (b) as a pet shop;
- (c) as a government office which predominately manages, distributes, administers or provides advice in relation to social security or welfare payments or matters;
- (d) as a government office which assists in the employment or training of unemployed persons;
- (e) as an opportunity shop or similar charity based retail store;
- (f) as an amusement arcade or similar entertainment arcade;
- (g) as a store predominately used for the sale or hire of adult or restricted publications, videos or goods; or
- (h) any other use which;
  - (1) causes or may cause a nuisance to occupiers of the lots or uses of the common property used in connection with the residential lots; or
  - (2) is offensive,

except with the prior written consent of the strata company and otherwise in accordance with all requirements of the relevant authorities.

- (3) An owner or occupier of a Commercial Lot:

- (a) must not use the Commercial Lot for residential purposes;
- (b) may only conduct retail, commercial or business activities on a Commercial Lot between the hours of 7.00am and 10.00pm on any day unless otherwise determined by the strata company and otherwise in accordance with all requirements of all relevant authorities;



- (c) in the case of a Café/Take-away Lot may only have the business conducted from the Café/Take-away Lot open to the public:
    - (1) between the hours of 6.30am and 10.30pm from Monday to Saturday; and
    - (2) between the hours of 7.00am and 10.30pm on Sunday and public holidays,
 unless otherwise determined by the strata company and otherwise in accordance with all requirements of the relevant authorities;
  - (d) must ensure that the fit-out of the Commercial Lot is designed, operated and maintained so that noise from the activities and operations of the Commercial Lot at all times comply with the requirements of the noise level specified:
    - (1) in the Environmental Protection (Noise) Regulations 1997; and
    - (2) by the relevant authorities; and
 otherwise do not create or allow noise or music on or adjacent to the Commercial Lot or an Alfresco Area which interferes or is likely to interfere with the peaceful enjoyment of an owner, occupier or other resident of a lot, or any person lawfully using the common property;
  - (e) must keep the common property immediately adjacent to the Commercial Lot clean and free from rubbish and promptly clean any spillage caused by patrons or occupiers of the Commercial lot;
  - (f) must ensure that the removal and disposal of bottles, glassware and other refuse which has the potential to cause noise are undertaken at times and in a manner so as:
    - (1) to cause as little disturbance as possible to an owner, occupier or other resident of a lot; and
    - (2) not cause any risk to the safety of any person lawfully using the common property;
  - (g) must ensure that deliveries to and from the Commercial Lot are undertaken in a manner so as not to cause any:
    - (1) disturbance to an owner, occupier or other resident of a lot; or
    - (2) risk to the safety of any person lawfully using the common property; and
  - (h) must ensure that all tables and chairs used in a Commercial Lot or in an Alfresco Area have nylon feet and must regularly monitor and maintain those tables and chairs to ensure that they have nylon feet at all times in compliance with this bylaw.
- (4) An owner or occupier of a Café/Take-away Lot having Alfresco Areas must:
- (a) comply with all requirements of all relevant authorities relating to the use of its relevant Alfresco Areas;
  - (b) unless permitted by all relevant authorities, close its relevant Alfresco Areas 1 hour prior to the relevant closing hours set out in bylaw 11(3).

- (5) An owner or occupier of a Cafe/Take-away Lot must ensure that the Cafe/Take-away Lot complies with the following acoustic requirements:
- (a) glazing to the bifold doors and the rear window must be a minimum of 6.38mm thick laminated glass and external glazing must be laminated to contain noise emissions;
  - (b) the door seals for the rear door must be RP24 and RP38;
  - (c) commercial grade frames (and not "foam filling" domestic frames) should be installed for the bifold and swing doors;
  - (d) an absorptive type ceiling should be installed incorporating perforated plasterboard with 50mm thick (48kg/m<sup>2</sup>) insulation laid above the ceiling; and
  - (e) speakers are not permitted in the Alfresco Area.
- (6) An owner or occupier of a Commercial Lot or a Home Office Lot must not:
- (a) place or maintain any external signage, awning or similar structure on any part of the external surfaces of the Commercial Lot, the Home Office Lot or Common Property; or
  - (b) display or maintain any internal signage within the Commercial Lot or the Home Office Lot which is visible from outside the Commercial Lot or the Home Office Lot,
- except in accordance with this bylaw.
- (7) An owner or occupier of a Commercial Lot or a Home Office Lot may affix or display external signage only in those areas shown on the plans attached to this management statement as Annexure A and after obtaining the approval of all relevant authorities. Any signage outside these areas requires the prior written consent of the Strata Company prior to seeking the approval of all relevant authorities.
- (8) An owner or occupier of a Home Office Lot:
- (a) must at all times comply with all relevant policy and requirements relating to "home occupations" as described in the Town of Victoria Park Town Planning Scheme and particular, must ensure that the maximum area of the office does not exceed 13m<sup>2</sup>; and
  - (b) will be responsible for obtaining all relevant approvals required for the proposed use of the Home office Lot.
- (9) A Home Office Lot may only be used for a use approved by the strata company, which approval will not be unreasonably withheld but may be withheld in the absolute discretion of the strata company in relation to any of the following purposes or uses:
- (a) as a retail shop;
  - (b) any use which is not in keeping with the standard of the development on the strata plan;
  - (c) any use which causes or may cause nuisance to occupiers of the lots or uses of the common property; or

- (d) any use which is offensive.

## 12 Access over Lots for maintenance of Plant and Equipment

- (a) In this bylaw:

**Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.

**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 or other resident 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:
  - (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
  - (2) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
  - (3) causes as little disruption and inconvenience as is possible in the circumstances.
- (c) The proprietor, occupier or other resident 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 or other resident 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:
  - (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
  - (2) accesses the Plant and Equipment at a reasonable time; and
  - (3) causes as little disruption and inconvenience as is possible in the circumstances.

## 13 Pets - Residential Lots only

### 13.1 Definitions

In this by-law:

**Building** means the building the subject of the strata plan;

**Excluded Dog** means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breazileiro;

- (e) a japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Dog Act 1976.

**Residential Lot** means a lot other than a Commercial Lot.

**Small Dog** means any breed of dog which:

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

### 13.2 Permitted animals

- (a) A proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
- (b) A proprietor or occupier of a Residential Lot may keep without the consent of the strata company:
  - (1) fish in an enclosed aquarium;
  - (2) 1 caged bird;
  - (3) 1 Small Dog; or
  - (4) 1 cat.
- (c) A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council of the strata company before that proprietor or occupier keeps:
  - (1) any other type of animal including a dog which is not a Small Dog; or
  - (2) more than 1 dog or cat at the same time.
- (d) If a proprietor or occupier of a Residential Lot keeps an animal, then the proprietor or occupier:
  - (1) must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;
  - (2) must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot and must ensure that the animal is not at any time in the building's plaza level foyer;
  - (3) 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;
  - (4) is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:
    - (A) any noise which is disturbing to an extent which is unreasonable;
    - (B) for damage to or loss of property or injury to any person caused by the animal; and

- (5) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property.
- (e) This by-law:
  - (1) 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
  - (2) does not prevent the keeping of a dog used as a guide or hearing dog.
- (f) Without affecting the strata company's rights under the Strata Titles 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 including (without limitation) where a proprietor's or occupier's animal causes or is causing:
  - (1) any noise which is disturbing to an extent which is unreasonable; or
  - (2) damage to or loss of property or injury to any person.
- (g) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph (f), will entitle the strata company to require the immediate removal of the animal from the Building.

#### 14 Storage of bicycles

An owner, occupier or other resident of a lot must not:

- (a) permit any bicycle to be stored in the common property other than in the bicycle storage facilities; and
- (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 of the strata company from time to time.

#### 15 Central Plaza Management Deed

The strata company may enter into a deed (**Central Plaza Management Deed**) with the owner of the adjoining land (being Lot 12 of The Peninsula) (**Adjoining Owner**) for the management and maintenance of that part of the common property known as the Central Plaza under which:

- (a) the strata company and the Adjoining Owner will appoint a contractor to undertake the management and maintenance of the Central Plaza to keep the appearance of the Central Plaza to a high standard;
- (b) the Strata Company and the Adjoining Owner will appoint BL Developments Pty Ltd (**Developer**) as the initial contractor to manage and maintain the Central Plaza for a term of 5 years, with an option of renewal for a further term of 5 years;
- (c) the strata company and the Adjoining Owner will share the costs associated with the appointment of the contractor and the maintenance of the Central Plaza;
- (d) the strata company and the Adjoining Owner must not make any alterations to the appearance of the Central Plaza without the consent of the Developer, and must maintain the integrity of the structure of the Central Plaza - it being the intention

that the Central Plaza be maintained to the same standard and contain the same features as at the date on which the building is completed;

- (e) the Developer may hold 3 community type events each calendar year in the Central Plaza, at no cost, subject to the Developer giving at least 14 days prior notice to the strata company, and obtaining all necessary approvals; and
- (f) If the development on Lot 12 of The Peninsula is subdivided into strata lots, the strata company created in respect of that strata plan will replace the Adjoining Owner under the Central Plaza Management Deed.

#### 16 Development of adjoining land

- (a) An owner, occupier or other resident of a lot:
  - (1) acknowledges that the strata scheme forms part of The Peninsula development which will comprise a number of strata schemes and green title lots; and
  - (2) must not make any objection to any application by the Developer of The Peninsula, in obtaining any development, building, subdivision, planning or other Approval for other developments in The Peninsula.
- (b) An owner, occupier or other resident of a lot acknowledges that:
  - (1) there will be continuing surveying, engineering and construction works both inside the building and externally with respect to the completion of The Peninsula development by the Developer;
  - (2) the Developer may carry out, both inside the building and externally, all works of demolition, construction and development required by the Seller to be carried out at any time for any purpose connected with The Peninsula development;
  - (3) the Developer may require access from time to time to the common property in order to carry out those works and activities; and
  - (4) there may be nuisance, noise, dust or other discomfort to the owner, occupier or other resident of a lot as a result of the above works and activities.

and the owner, occupier or other resident of a lot will not object or cause the strata company to object to the Developer carrying out those works and activities or having access to the common property for the purposes of carrying out those works and activities.

#### 17 Shared Service

- (1) The strata company may enter into an agreement with the strata companies for the adjoining strata schemes (**Adjoining Schemes**) in relation to:
  - (a) the use of storage tanks, pumps valves, network communication cables and associated fittings, equipment and pipework (**Central Fire Services**) in the scheme by the Adjoining Schemes; and
  - (b) the shared costs associated with the use, repair and maintenance of the Central Fire Services as reasonably determined by the strata company and the strata company for the Adjoining Schemes having regard to the use of the facilities by the respective strata schemes.

- (2) For the purposes of the agreement and arrangements referred to in bylaw 30(1):
- (a) the strata company may grant easements or other access rights over part of the scheme on which the Central Fire Services is situated in favour of the Adjoining Schemes; and
  - (b) an owner, occupier or other resident of a lot over which the Central Fire Services passes must permit the strata company to use and access the Central Fire Services on that lot,
- to give effect to the agreement and arrangements referred to in bylaw 17(1) and enable the scheme and the Adjoining Schemes to use the Central Fire Services.

#### **18 Display Suite**

The owner, occupier or other resident of a lot:

- (a) acknowledges that the Developer:
  - (1) intends using a lot in the building as a display suite for the marketing of lots in the building and other land being or to be developed in The Peninsula development; and
  - (2) may undertake marketing activities with respect to the building and The Peninsula development including the display of sale signs, insignia and other fixtures and fittings for marketing purposes which the Developer thinks fit; and
- (b) will not object or cause the strata company to object to the Developer's use of an apartment in the building as a display suite or to the Developer's marketing activities with respect to the building and The Peninsula development.

#### **19 Installation of BBQ on lot**

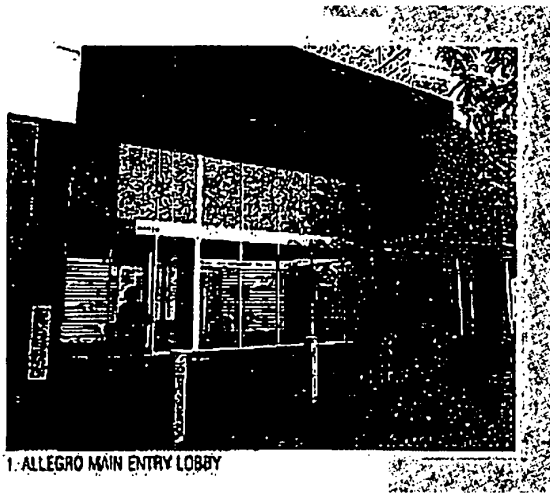
Unless a BBQ has already been constructed on a lot (including the installation of a gas connection point for the purposes of connection to a BBQ) prior to the registration of the strata plan, a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a built in BBQ or a BBQ gas connection point, other than with the prior written consent of the strata company. A proprietor, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

#### **20 Fire sprinklers**

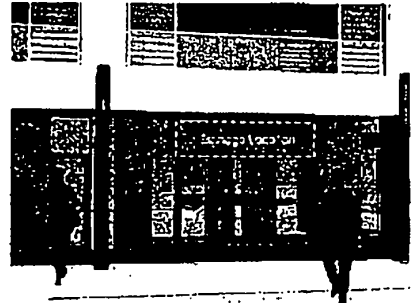
- (a) A proprietor, occupier or other resident of a lot acknowledges that:
  - (1) fire sprinklers have been installed in all lots other than lots 81, 82, 83, 84, 85 and 86; and
  - (2) the fire sprinklers are located behind a flush mounting plate within the ceiling of a lot.
- (b) A proprietor, occupier or other resident of a lot must not paint over a flush mounting plate as this will cause the fire sprinklers to not operate effectively.

Annexure A to Management Statement  
Sign Areas





1. ALLEGRO MAIN ENTRY LOBBY



4. HOME/OFFICE + ENTRY FOR TOWNHOUSE



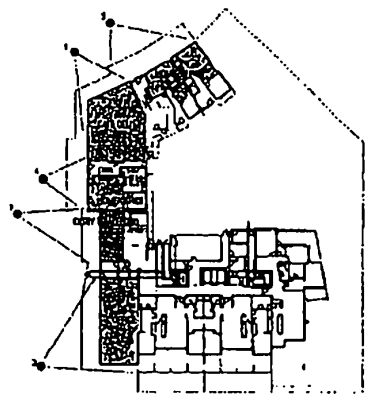
2. CAFE DELI



5. HOME/OFFICE + ENTRY FOR TOWNHOUSE



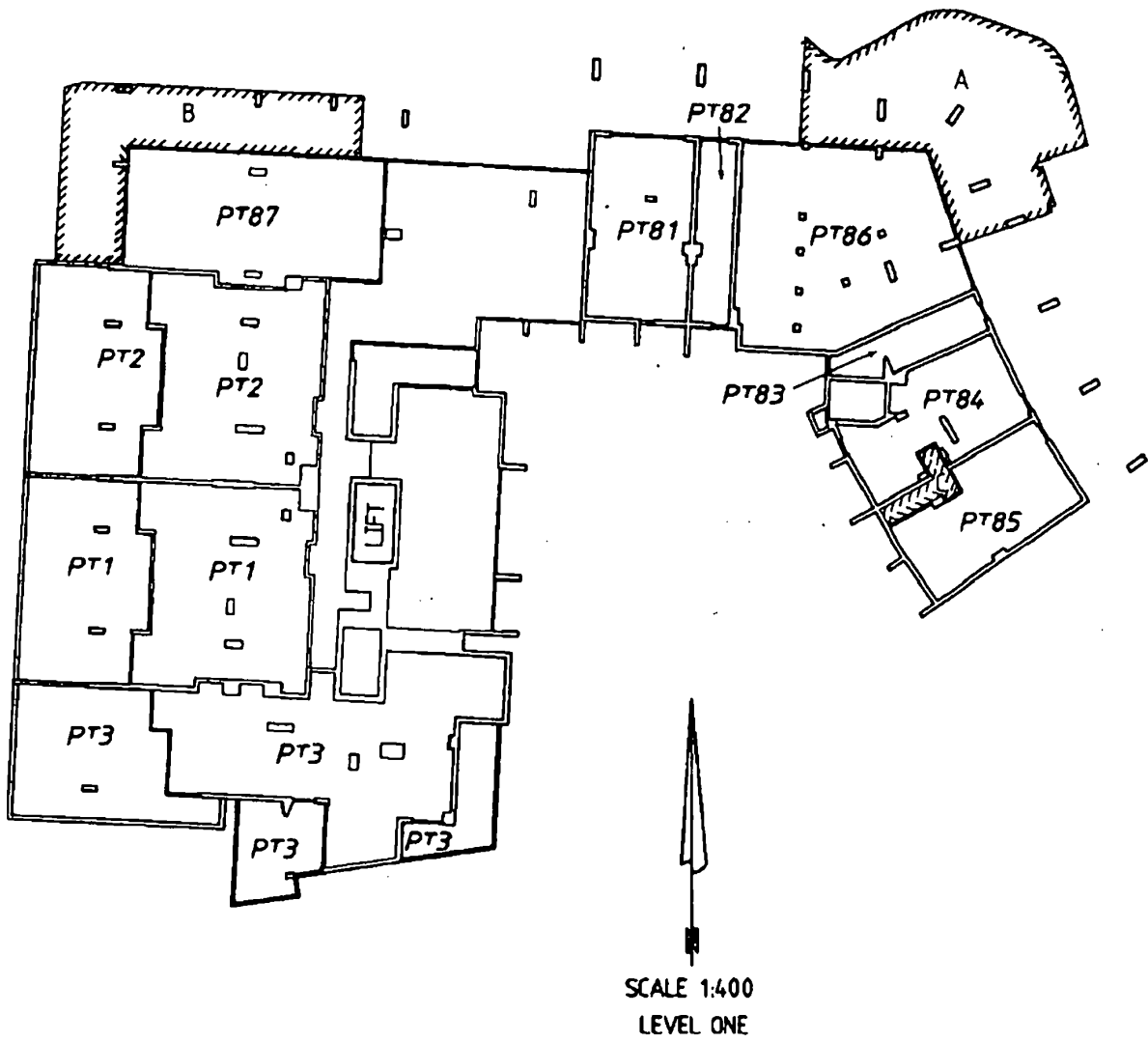
3. OFFICE TENANCY



Annexure B to Management Statement  
Exclusive Use Area Plans

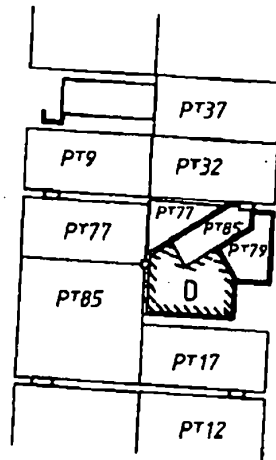
SKETCH  
By Law  
Strata Plan 44450  
ALLEGRO

Area marked A for the exclusive use of lot 86  
Area marked B for the exclusive use of lot 87  
Area marked C for the exclusive use of lots 84 & 85



SKETCH  
By Law  
Strata Plan 44450  
ALLEGRO

Area marked D for the exclusive use of lotS 84 & 85



SCALE 1 : 300