



OFFICE USE ONLY

**Q776639 SB**

26 Feb 2026 10:10:12 Perth



**SB** Scheme By-laws

Lodged by:<sup>17</sup> **Bugden Allen**

Address: **432 Fitzgerald Street**  
**NORTH PERTH WA 6006**

Phone Number: **08 9254 6304**

Email Address: **wa@baql.com.au**

Reference Number: **CM: 202502170**

Issuing Box Number: **888v.**

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

1/1

Prepared by: **Bugden Allen**

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**NORTH PERTH WA 6006**

Phone Number: **08 9254 6304**

Email Address: **wa@baql.com.au**

Reference Number: **CM: 202502170**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: JC

<sup>17</sup> Lodging Party Name may differ from Applicant Name.

Version 1

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. For existing schemes, strata company to execute here:

Common Seal<sup>13</sup>

Date of Execution: \_\_\_\_\_

The common seal of \_\_\_\_\_  
\_\_\_\_\_

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



Member of Council<sup>15</sup>:

Member of Council<sup>15</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

OR

Not executed under Common Seal<sup>13</sup>

Date of Execution: 23 February 2026

Signed for and on behalf of<sup>14</sup> **The Owners of Allegro Strata Scheme 44450** in accordance with the *Strata Titles Act 1985* section 118(2):

Member of Council /  Strata Manager of strata company<sup>16</sup>:

Member of Council /  Strata Manager of strata company<sup>16</sup>:

\_\_\_\_\_  
Signature  
RONNY ANTONIO BENEHIZZA  
Full Name

\_\_\_\_\_  
Signature  
DERRICE ANN SILLON  
Full Name

<sup>13</sup> See SIG-14 for execution of documents by a strata company.

<sup>14</sup> Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

<sup>15</sup> The common seal must be witnessed by 2 members of council.

<sup>16</sup> Select whichever is applicable.



**Part 7 – Execution**

↙ For new schemes, owners to sign here:

Date of Execution: \_\_\_\_\_  
(To be signed by each Applicant)

[Insert corporation clause here, if applicable]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

In the presence of:

In the presence of:

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

Version 1

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



**Part 6 – Accompanying documents**

[Select those documents to be lodged as evidence]

- Consent Statement – Designated Interest<sup>11</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 (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- Consent of the Owner of the Leasehold Scheme<sup>12</sup> to leasehold by-laws or staged subdivision by-laws**
- Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

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<sup>11</sup> Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

<sup>12</sup> Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

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



**Part 5 – By-laws of significance**

[Please complete this part where the by-laws are shown in Part 4. Please complete Part 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form.]

The Applicant 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>6</sup>:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By-law under planning (scheme by-laws) condition<sup>7</sup>:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exclusive use by-laws<sup>8</sup>:** 12  
(existing and new) 21

Western Australian Planning Commission (WAPC) approval number (if applicable)<sup>9</sup>:

**Leasehold by-laws<sup>10</sup>:** \_\_\_\_\_

<sup>6</sup> Refer *Strata Titles Act 1985* section 42.

<sup>7</sup> Refer *Strata Titles Act 1985* section 22.

<sup>8</sup> Refer *Strata Titles Act 1985* section 43.

<sup>9</sup> Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

<sup>10</sup> Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.



**Part 4 – Consolidated set of by-laws**

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number. This should incorporate the addition of new by-laws, amendments to existing by-laws and the removal of repealed by-laws as set out in Part 3.]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

**Governance by-laws**

**Annexure B**

**Conduct by-laws**

**Annexure B**

Version 1

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



Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

**Part 3 – Application to Amend**

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on **30/10/2025** and closed on **27/11/2025** (and which must be registered within 3 months after the closing date) the  additions/  amendments/  repeal<sup>5</sup> to the Governance by-laws were made as detailed here.

**Annexure A**

and /  or<sup>5</sup>

By special resolution, the voting period for which opened on **30/10/2025** and closed on **27/11/2025** (and which must be registered within 3 months after the closing date) the  additions/  amendments/  repeal<sup>5</sup> to the Conduct by-laws were made as detailed here.

**Annexure A**

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<sup>5</sup> Select one.



# Scheme By-laws

*Strata Titles Act 1985 (STA)*  
Part 4 Division 4

Scheme Number: 44450

## Part 1 – Applicant

### (a) For existing schemes:

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

### (b) For new schemes:

The owner(s)<sup>2</sup> \_\_\_\_\_ of land the subject of the plan described as<sup>3</sup>  
\_\_\_\_\_

## Part 2 – Select Option

### Option 1 – Voluntary Consolidation<sup>4</sup>

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

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), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

### Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

### Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 56 and 180(1) apply to the by-laws of the strata company, the

<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 Scheme 12345.

<sup>2</sup> Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

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

<sup>4</sup> No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

## **The Owners of Allegro Strata Scheme 44450**

### **Amendments to Scheme By-Laws**

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**Resolution 1:** The strata company resolved by **resolution without dissent** to amend the Schedule 1 by-laws and sub by-laws as contained in the scheme by-laws document O931502 registered on 5 November 2021 to:

- (a) renumber the by-laws and/or sub by-laws as required to maintain consecutive order, including amending cross-references to other scheme by-laws and/or sub by-laws where necessary due to renumbering; and
- (b) replace the word "proprietor" where appearing to "owner" or "an owner" whichever is applicable.

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**Resolution 2:** The strata company resolved by a **resolution without dissent** to amend the Schedule 1 by-laws as contained in the scheme by-laws document O931502 registered on 5 November 2021 to:

- (a) delete by-laws 2, 11 to 15 (inclusive), which have previously been repealed by an Amending Act; and
- (b) delete by-law 26, which has previously been repealed by Notification of Change of By-Laws document N143478 registered 9 October 2015; and
- (c) delete by-law 37, which has previously been repealed by an order of the State Administrative Tribunal dated 27 May 2020.

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**Resolution 3:** The strata company resolved by a **resolution without dissent** to repeal Schedule 1 by-laws 16, 19, 28, 33, 34 as contained in the scheme by-laws document O931502 registered on 5 November 2021.

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**Resolution 4:** The strata company resolved by a **resolution without dissent** to amend Schedule 1 by-law 4 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:

### **3 Constitution of Council**

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots, and if there are more than 3 lots in the scheme, the council shall consist of not less than 3 nor more than 5 of the owners of the lots, as is determined by the strata company.

**Annexure A**  
**The Owners of Allegro Strata Scheme 44450**

- (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) 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.
- (6) 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.
- (7) 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 (6); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) 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 (7)(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.
- (9) 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.
- (10) 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.

- (11) 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.

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**Resolution 5: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 5 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

#### **4 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 sub by-law 3(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 sub by-law 3(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.

**Annexure A**  
**The Owners of Allegro Strata Scheme 44450**

- (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with sub by-law 3(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-by-law (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.

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**Resolution 6: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 18 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**11 Strata Contributions – Reserve Fund**

- (1) As provided for in section 100 of the *Strata Titles Act (Act)*, the council may determine the amounts to be raised for payment into the administrative fund and the reserve fund and levy the owners:
  - (a) in proportion to the unit entitlement of their respective lots; or
  - (b) in any other manner permitted under the by-laws and the Act from time to time.
- (2) The council of the strata company may raise the contributions levied by the strata company pursuant to section 100(1)(c) of the Act in respect of the administrative fund on the basis that:
  - (a) 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
  - (b) 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.
- (3) The council of the strata company must:
  - (a) establish a reserve fund in accordance with section 100(2) of the Act;
  - (b) determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and

**Annexure A**  
**The Owners of Allegro Strata Scheme 44450**

- (c) raise the amounts determined from time to time by levying contributions pursuant to section 100(2)(c) of the Act on the owners in proportion to the unit entitlement of their respective lots.
- (4) 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.

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**Resolution 7: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 21 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**13 Planter Boxes**

- (1) An owner, occupier or other resident of lots 1, 2 and 3, (which lots include a planter box) must maintain and repair that planter box to a reasonable standard including, without limitation, ensuring that:
  - (a) all plants are properly watered, weeded and tendered;
  - (b) any plants which die are replaced with similar plants; and
  - (c) plants are not overgrown.
- (2) If the owner, occupier or other resident of lots 1, 2 or 3 does not comply with by-law 13(1), the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot in accordance with Schedule 1 by-law 24.

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**Resolution 8: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 23 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**15 Louvres on Balconies**

- (1) In this by-law:
  - (a) **Louvre Lot** means a lot which includes a balcony with a louvre; and
  - (b) **Sunscreen Lot** means a lot which is sheltered by a sunscreen.
- (2) An owner, 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.
- (3) Despite sub by-law 15(2), an owner, occupier or other resident of a Louvre Lot, is permitted to add louvres to the balcony of that Louvre Lot provided that:
  - (a) the new louvres are consistent with the existing standard of louvres installed as at the date of registration of the strata plan;
  - (b) the new louvres meet all relevant statutory requirements; and

**Annexure A**  
**The Owners of Allegro Strata Scheme 44450**

- (c) no more than 50% of the opening of the balcony is enclosed by the louvre (the opening of the balcony is taken to mean the area bounded by the walls, floor and ceiling of the balcony).
- (4) The strata company may elect to be responsible for the cleaning, repair and maintenance of the sunscreens on a Sunscreen Lot and may elect to recover all costs incurred by the Strata Company in doing so in accordance with Schedule 1 by-law 24.
- (5) The owner 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:
  - (a) the strata company or the appointed contractor gives the owner, occupier or other resident of the Sunscreen Lot reasonable written notice of the requirement for access (except in the case of an emergency);
  - (b) access to the Sunscreen Lot is at a reasonable time (except in the case of an emergency); and
  - (c) the strata company and the appointed contractor cause as little disruption and inconvenience as is possible in the circumstances.

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**Resolution 9: The strata company resolved by a resolution without dissent to amend Schedule 1 by-law 27 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**17 Variation to Basis for Levying Contributions: Residential & Commercial Lots**

- (1) In this by-law:
  - (a) **Commercial Lots** mean each and all of Lots 86 and 87;
  - (b) **Residential Units** means each and all of Lots 1 – 80 (inclusive); and
  - (c) **Residential Townhouse** means each and all of Lots 81, 82, 83, 84 & 85 (which includes all of the Home Office Lots 81, 84 & 85).
- (2) Pursuant to section 100(1)(c)(ii) of the Act, contributions levied to owners for certain expenses incurred by the strata company may be levied according to this by-law and not in accordance with unit entitlement.
- (3) Subject to sub by-law 17(4), contributions for any routine expense/s incurred by the strata company may be levied in any of the following ways, at the discretion of the council acting reasonably:
  - (a) on the owners of the Residential Units & Commercial Lot 87 only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Units & Commercial Lot 87; or
  - (b) on the owners of the Residential Townhouses & Commercial Lot 86 only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Townhouses & Commercial Lot 86; or

**Annexure A**  
**The Owners of Allegro Strata Scheme 44450**

- (c) on the owners of the Residential Units only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Units; or
  - (d) on the owners of the Residential Townhouses only, in the proportion that the unit of their respective lot bears to the aggregate of all of the Residential Townhouses; and/or
  - (e) on the owner/s of Commercial Lot 86 only; or
  - (f) on the owner/s of the Commercial Lot 87 only; or.
  - (g) on any combination of the owners of the Residential Units, the Residential Townhouses, the Commercial Lot 86 and/or the Commercial Lot 87 in the proportion that the unit of their respective lot bears to the aggregate of all of the lots being levied for that/those expense/s.
- (4) Contributions for all repair, maintenance and/or replacement expenses incurred by the strata company in relation to any floor coverings in and appurtenant to any lot in the scheme (that are not otherwise subject of an exclusive use by-law) will be levied solely on the owner of the respective lot. For this purpose, floor coverings means and includes common property flooring materials that are located above and affixed to the concrete slab, immediately below the cubic space of a lot, such as but not limited to a waterproof membrane, tiles, grout, acoustic underlay, wooden floorboards, or similar fixed flooring material.

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**Resolution 10: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 29 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**18 Electronic Council Meetings**

The council may, unless otherwise agreed by the members of the council, 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.

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**Resolution 11: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 31 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**19 Additions and Alterations to a Lot**

- (1) An owner 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) An owner, 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.

**Annexure A**  
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- (3) Upon written direction by the council, an owner 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 owner 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 owner or occupier as a liquidated sum in any court of competent jurisdiction.
- (4) An owner 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 owner 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 owner, 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 an owner of a lot installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturers recommendations.
- (5) 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 sub by-law 5(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.
- (6) This by-law 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.

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- (7) 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 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,
  - (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.
- (8) Sub by-law (7) 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.

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**Resolution 12: The strata company resolved by a *resolution without dissent* to amend Schedule 1 by-law 32 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**20 External Use of Lot**

- (1) An owner, 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;
  - (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;

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- (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:
    - (i) the curtains or window treatments have white backing material;
    - (ii) 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
    - (iii) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing or window treatments - a owner, 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:
    - (i) the new louvres are in accordance with the existing standard or louvres as at the date of registration of the strata plan;
    - (ii) the new louvres meet all relevant statutory requirements; and
    - (iii) 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:
    - (i) the mesh screen store areas located in the basement car park of the building; or
    - (ii) the mechanical ventilation louvres / grills in the external walls of the basement car park.
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**Resolution 13: The strata company resolved by a *resolution without dissent* to:**

- (a) repeal Schedule 1 by-laws 24 and 39 as contained in the scheme by-laws document O931502 registered on 5 November 2021; and
- (b) add the following schedule 1 governance by-law to the by-laws that apply to the scheme:

**24 Costs Recovery by strata company**

- (1) In this by-law:
  - (a) **Act** means the *Strata Titles Act 1985 (WA)*.
  - (b) **Alleged Breach** means any breach of the Act or scheme by-laws that the Strata Company and/or the Council reasonably determines has, or may have, occurred.
  - (c) **Costs** means any cost, fee or expense incurred by the Strata Company, including but not limited to:
    - (i) strata manager fees, disbursement and other costs;
    - (ii) the costs of any security guards or other contractors engaged to:
      - A. respond to any alleged breach of the Act or scheme by-laws; or
      - B. attempt to prevent any further breaches of the Act or scheme by-laws;
    - (iii) the costs of an employee or agent of, or contractor to the Strata Company, including but not limited to administrative, labour and materials costs;
    - (iv) any additional insurance premium charges; and
    - (v) any Legal Costs.
  - (d) **Council** means the council of the Strata Company.
  - (e) **Legal Costs** means any cost, fee or expense incurred by the Strata Company in seeking legal advice, and/or representation in any Legal Proceedings, including but not limited to:
    - (i) legal fees, disbursements and other costs, including but not limited to:
      - A. barristers/counsel fees and disbursement costs;
      - B. process server fees and disbursement costs; and
      - C. bailiff/sheriff fees and disbursement costs;
    - (ii) all fees, disbursements and other costs incurred on account of the engagement of witnesses, experts or consultants.
  - (f) **Legal Proceedings** means any proceeding or action in any court or tribunal or before any mediator, arbitrator or other decision maker, in any jurisdiction and includes, but is not limited to:
    - (i) an application made to the State Administrative Tribunal, a court, or any other tribunal to recover an amount of money owing to the Strata Company by an Owner;

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- (ii) proceedings commenced in relation to an alleged breach of the Act, scheme by-laws or any other law;
  - (iii) proceedings commenced by an Owner or Occupier against the Strata Company;
  - (iv) any mediation, arbitration or other dispute resolution process as between the Strata Company and any one or more Owner/s or Occupier/s;
  - (v) any application for leave to appeal; and
  - (vi) any appeal relating to a proceeding of the kind referred to in this definition.
- (g) **Lot** means a lot within the strata scheme.
- (h) **Owner or Occupier** have the meanings given to them in the Act.
- (i) **Owner's Agents** means, as the case requires, any employee, agent, contractor, sub-contractor, authorised representative, licensee or invitee of an Owner and any Occupier of that Owner's lot;
- (j) **Strata Company** means the Strata Company established on registration of the scheme.
- (2) Each Owner acknowledges that:
- (a) the Strata Company has a statutory duty pursuant to section 91(1)(b) of the Act to manage and control the common property of the scheme for the benefit of all owners (**Management Duty**); and
  - (b) the Strata Company has a statutory function pursuant to section 112 of the Act to enforce compliance with the scheme by-laws (**Enforcement Duty**).
- (3) Each Owner indemnifies and keeps indemnified the Strata Company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any Costs, injury, liability, harm, loss or damage suffered or incurred by the Strata Company as a result of or related to any negligence of that Owner, any breach of the Act, scheme by-laws or any other law, or any Alleged Breach, by that Owner and/or any of that Owner's Agents or incurred by the Strata Company under these by-laws that these by-laws provide can or may be recovered by the Strata Company from an Owner or Occupier (**Owner Indemnity**).
- (4) Without limiting the Owner Indemnity, an Owner will pay on demand the Strata Company's Costs in relation to, or in any way arising from, the Strata Company:
- (a) attending to any application made to the Strata Company by that Owner and/or any of that Owner's Agents for approval under either or both of the Act or the scheme by-laws;
  - (b) obtaining advice or any report/s in relation to a matter relevant to or concerning the Strata Company's Management Duty, Enforcement Duty or any other duty or power of the Strata Company under the Act;
  - (c) or any person on behalf of the Strata Company, preparing and/or issuing a notice under the Act, scheme by-laws or any other law to that Owner or any of that Owner's Agents;

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- (d) having to rectify, remove or remedy any unauthorised alteration, damage, harm, loss, destruction or vandalism to any part of the common property or personal property of the Strata Company caused by or attributable to that Owner and/or any of that Owner's Agents;
  - (e) taking steps to recover outstanding contributions or other amounts levied by the Strata Company or other amounts owing to the Strata Company by that Owner pursuant to the Act, scheme by-laws or any other law;
  - (f) engaging lawyers to act for and/or advise it in relation to any breach of the Act, scheme by-laws of any other law, or any Alleged Breach, by that Owner or any of that Owner's Agents, including but not limited to, the costs of all advice, correspondence and notices prepared and sent;
  - (g) commencing and conducting any Legal Proceedings against that Owner and/or any of that Owner's Agents;
  - (h) engaging lawyers to act for and/or advise it in relation to any allegation of a breach by the Strata Company of the Act, scheme by-laws or any other law that is made by:
    - (i) that Owner; and/or
    - (ii) any of that Owner's Agents; and/or
    - (iii) a mortgagee of that Owner's Lot,
    - (iv) responding to or defending any Legal Proceedings commenced by:
      - A. that Owner; and/or
      - B. any of that Owner's Agents; and/or
      - C. a mortgagee of that Owner's Lot,against the Strata Company or in which the Strata Company becomes involved in circumstance in which the application is not successful, or those Legal Proceedings are withdrawn or dismissed.
- (5) The Council is empowered and authorised to:
- (a) include any amounts due to be paid by an Owner to the Strata Company by reason of this by-law in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
  - (b) raise that amount by levying a contribution for it solely on that Owner in accordance with section 100(1)(c)(ii) of the Act.
- (6) If any amount due to be paid by an Owner to the Strata Company by reason of this by-law remains outstanding for more than fourteen (14) days from the date on which it was due, the Strata Company may recover that amount from that Owner in a court of competent jurisdiction, together with all additional Costs, Legal Costs, fees and expenses incurred in recovering that amount.
- (7) If any clause of this by-law is found by a court or tribunal to be invalid, that clause is taken to be severed and the remainder of this by-law continues to have effect.
- (8) Any Legal Costs incurred by the Strata Company that are recoverable under this by-law are:
- (a) recoverable on a solicitor and own client full indemnity basis; alternatively

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- (b) if sub by-law (8)(a) is found by any court or tribunal to be invalid, those costs that have been reasonably incurred by the Strata Company in the circumstances; alternatively
- (c) if both sub by-laws (a) and (8)(b) are found by any court or tribunal to be invalid, those costs that would be payable pursuant to the scale of costs determined by the Legal Costs Committee and which applies to that legal work from time to time.

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**Resolution 14: The strata company resolved by a *resolution without dissent* to add the following schedule 1 governance by-law to the by-laws that apply to the scheme:**

**25 Insurance excess**

- (1) An owner is responsible for the cost of any insurance excess payable as a result of an insurance claim made against the strata company's insurer by the owner, including any claim whether such loss or damage occurs:
  - (a) to any part of the building within their lot;
  - (b) to any part of the common property surrounding the owner's lot;
  - (c) to the fixtures and improvement of the owner's lot; and
  - (d) to any part of the common property, other than the common property referred to in sub by-law (1)(b), where the owner is directly responsible for the loss of, or damage to, that common property, where the insurance claim is made by the strata company.
- (2) The responsibility of the strata company under sub by-law (1) extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
  - (a) glass (windows, doors, shower screen & mirrors); and
  - (b) porcelain, vitreous china, or similar fixtures (such as vanity basins).
- (3) All amounts payable as an insurance excess referred to in by-law 25(1) becomes a debt due by the owner of that lot to the strata company and the strata company may take action for the recovery of those amounts in a court of competent jurisdiction.

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**Resolution 15: The strata company resolved by a *resolution without dissent* to add the following schedule 1 governance by-law to the by-laws that apply to the scheme:**

**26 Passing on cost of fire alarm**

- (1) In this by-law **Call-out** means the activation of smoke or fire alarms forming fire safety equipment resulting in the attendance of an authorised contractor or the fire brigade to investigate the cause and/or any consequential attendance the by local authority and/or prescribed authority.

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- (2) Where fire safety or human error has triggered an alarm in relation to a lot and:
- (a) a Call-out has occurred;
  - (b) it is a false alarm; and
  - (c) the fire safety equipment has not malfunctioned,
- the owner of that lot acknowledges and agrees to indemnify the strata company for any charges (including any fines) associated with that Call-out.

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**Resolution 16: The strata company resolved by a *special resolution* to amend the Schedule 2 by-laws and/or sub by-laws as contained in the scheme by-laws document O931502 registered on 5 November 2021 to:**

- (a) renumber the by-laws and/or sub by-laws to maintain as required consecutive order, including amending cross-references to other scheme by-laws and/or sub-by-laws where necessary due to renumbering; and
- (b) replace the word "proprietor" where appearing to "owner" or "an owner" whichever is applicable.

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**Resolution 17: The strata company resolved by a *special resolution* to repeal Schedule 2 by-laws 15, 16, 18 as contained in the scheme by-laws document O931502 registered on 5 November 2021.**

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**Resolution 18: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 1 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**1      **Damage to lawns and gardens etc. on common property****

Except with the approval of the strata company, an owner, 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.

**Resolution 19: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 2 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

## **2 Behaviour of owners and occupiers**

An owner, 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 owner, occupier, or resident of another lot or to any person lawfully using common owner.

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**Resolution 20: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 3 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

## **3 Use of common property**

- (1) An owner, 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 an owner 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 owner, 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;
  - (f) use any part of the common property in breach of any rules prescribed by the strata company;
  - (g) store, or permit the storage of, any items on common property, including in front of lot doors, lift, common property foyers and basement. This includes, without limitation, shoes, door mats, plants, ornaments and statues; or
  - (h) subject to sub by-law (2) use, or allow the use of, the common property general power outlets throughout the scheme, including those located in the car parking basement to, without limitation:
    - (i) charge scooters, e-bikes and batteries; and
    - (ii) power fridges and other equipment.
- (2) An owner, occupier or other resident of a lot may use a common property general power outlet to power a vacuum cleaner, but only on the following conditions:
  - (a) the power outlet is used at their own risk;
  - (b) the power outlet is used for a short period of time;

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- (c) the owner, occupier or other resident is in attendance while the vacuum cleaner is plugged into the power outlet; and
  - (d) the power outlet is switched off and all cords and plugs removed once use of the power outlet is complete.
- (3) The strata company does not take any responsibility for any personal injury, death or damage to property caused that may occur while an owner, occupier or other resident of a lot uses a common property general power outlet.

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**Resolution 21: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 4 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**4 Rules**

- (1) The strata company may, from time to time, make, withdraw or amend rules on any matter regarding these by-laws.
- (2) Any rules made, withdrawn or amended under this by-law will not conflict with these by-laws and these by-laws will prevail over any of these rules to the extent of any inconsistency.
- (3) An owner or occupier must comply at all times with any rules made under this by-law.
- (4) The strata company may, from time to time, publish the rules on the common property notice board.

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**Resolution 22: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 9 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**9 Recreational and common facilities**

- (1) In this by-law, **Recreational Facilities** means the common property barbeque area, outdoor area, gym, pergola area, swimming pool and other recreational facilities situated on the common property.
- (2) An owner or occupier or other resident of a lot must:
  - (a) ensure that no more than four (4) guests or visitors per lot use the Recreational Facilities at any one time;
  - (b) ensure that their guests or visitors do not use the Recreational Facilities unless they are accompanied by that owner or occupier;
  - (c) ensure that children under the age of 10 years of age that use the Recreational Facilities are accompanied and supervised by an adult;
  - (d) not bring, or allow guests or visitors to bring, glass objects, drinking glasses and sharp objects in or around the Recreational Facilities;
  - (e) ensure that they, and their guests and visitors, do not run, play ball, make excessive noise, or engage in dangerous or hazardous activities in or around the Recreational Facilities;

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- (f) ensure that swimming pool equipment is not, except with the approval of the council of the strata company, be interfered with, operated or adjusted;
  - (g) ensure that they, their guests and visitors are appropriately attired whilst using the Recreational Facilities;
  - (h) ensure that all items brought into the the Recreational Facilities are taken with them upon leaving and that all rubbish is properly disposed;
  - (i) ensure that they, and their guests and visitors, wear appropriate enclosed footwear to the gym and use a towel while exercising at the gym;
  - (j) ensure that they, and their guests and visitors, limit the use of any aerobic equipment to twenty (20) minutes at a time during busy hours; and
  - (k) ensure that they, and their guests and visitors abide by all rules and regulations on signs displayed in the Recreational Facilities.
- (3) The council of the strata company may make rules regarding the Recreational Facilities.
- (4) An owner, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the owner, 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.
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**Resolution 23: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 10 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**10 Parking areas**

- (1) In this by-law, **Vehicle** means any licensed, registered and roadworthy motor or other vehicle, including without limitation a car, motorcycle and trailer.
- (2) An owner, occupier or other resident of a lot must not park or stand, or allow any Vehicle to be parked or left standing:
  - (a) on common property, other than with the consent of the strata company;
  - (b) in such a position where it unreasonably obstructs access to or egress from any other car parking bay or the common property; and
  - (c) on a lot if its length or width exceeds the marked limits of the designated car parking bay.
- (3) An owner, occupier or other resident of a lot must ensure that they, and their guests and visitors abide by all rules and regulations on signs displayed on common property.
- (4) An owner, occupier or other resident of a lot must not:
  - (a) use their car parking bay for any purpose other than storing or parking a Vehicle;
  - (b) on any part of the parcel intended for use as a car parking bay:
    - (i) erect any form of structure;

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- (ii) store any commercial, household or other goods; or
  - (iii) allow any accumulation of rubbish or waste materials, or permit any of these actions to occur;
  - (c) conduct repairs on, or restoration to, any Vehicle in their car parking bay or common property, other than to remove a Vehicle that has broken down; or
  - (d) allow any accumulation of grease oil or other contaminants on a car parking bay or the common property.
- (5) The council of the strata company may make rules regarding the use of the car parking bays on the common property.
- (6) An owner, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the owner, 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.
- (7) For the purposes of this by-law, the council of the strata company may place signs designating the car parking bays in the common property regarding the use of those bays.

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**Resolution 24: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 13 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

**13 Keeping of Pets - Residential Lots only**

- (1) Definitions
- (a) **Building** means the building the subject of the strata plan.
  - (b) **Commercial Lot** means lots 86 and 87.
  - (c) **Excluded Dog** means:
    - (i) a pit bull terrier;
    - (ii) an American pit bull terrier;
    - (iii) a dogo argentino;
    - (iv) a fini breazileiro;
    - (v) a japanese tosa;
    - (vi) any other outcross of the breeds mentioned in sub by-law 13.1(a) to 13.1(e);
    - (vii) any dog prohibited from importation into Australia by the Commonwealth government;
    - (viii) any unregistered or dangerous dog under the Dog Act 1976; and
    - (ix) any other category of dog specified from time to time by the strata company.
  - (d) **Residential Lot** means a lot other than a Commercial Lot.

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- (e) **Small Dog** means any breed of dog which:
  - (x) at its full grown size does not exceed 10 kilos; and
  - (xi) is not an Excluded Dog;
- (2) **Permitted Animal**
  - (a) An owner or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
  - (b) An owner or occupier of a Residential Lot may keep without the consent of the strata company:
    - (i) fish in an enclosed aquarium;
    - (ii) 1 caged bird;
    - (iii) 1 Small Dog; or
    - (iv) 1 cat.
  - (c) An owner or occupier of a Residential Lot must obtain the prior written consent of the council of the strata company before that owner or occupier keeps:
    - (i) any other type of animal including a dog which is not a Small Dog; or
    - (ii) more than 1 dog or cat at the same time.
  - (d) The council will be entitled to refuse to give its consent under sub by-law 13.2(c) if the council forms the opinion, on reasonable grounds, that the intended keeping of the relevant animal will, or is likely to, do any of the following:
    - (i) adversely impact on the health or hygiene of other owners;
    - (ii) interfere with the peaceful and quiet enjoyment of other owners;
    - (iii) otherwise result in a breach of these by-laws; or
    - (iv) breach any applicable laws.
  - (e) If an owner or occupier of a Residential Lot keeps an animal, then the owner or occupier:
    - (i) must ensure that the animal is at all times kept under control and within the confines of that owner's or occupier's lot;
    - (ii) must ensure that the animal, other than an accredited assistance animal, is not on the common property at any time, except for the purpose of entering the owner's Residential Lot or leaving the Building via the common property basement only;
    - (iii) must ensure that the animal is restrained on a lead not exceeding 1.5 meters in length or is carried by hand or is in a wheeled conveyance designed for the carriage of animals when entering or leaving the Residential Lot; and
    - (iv) is liable to the owners 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
- (v) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property.
- (f) This by-law:
  - (i) applies to any person in a lot or on common property with the express or implied consent of the owner or occupier of that lot; and
  - (ii) does not prevent the keeping of a dog used and accredited as an assistance animal (which has the meaning to it in section 9(2) of the *Disability Discrimination Act 1992 (Commonwealth)*), provided the dog wears an identifying vest while on common property.
- (g) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the strata company, provide evidence to the strata company demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 (Commonwealth)*.
- (h) Without affecting the strata company's rights under the *Strata Titles Act*, the strata company may issue a notice cautioning the owner or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where an owner's or occupier's animal causes or is causing:
  - (i) any noise which is disturbing to an extent which is unreasonable; or
  - (ii) damage to or loss of property or injury to any person.
- (i) A further breach under this by-law after notice has been served on an owner or occupier of a lot under sub by-law (h), will entitle the strata company to require the immediate removal of the animal from the Building.

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**Resolution 25: The strata company resolved by a *special resolution* to amend the Schedule 2 by-law 14 as contained in the scheme by-laws document O931502 registered on 5 November 2021 to read as follows:**

#### **14 Storage of bicycles**

- (1) In this by-law, **Bicycle** includes any bicycle or other pedal operated conveyance including without limitation a scooter.
- (2) An owner, occupier or other resident of a lot must not store, or permit the storage of, a Bicycle on common property.
- (3) Subject to sub by-law (4), an owner or occupier of a lot may store a Bicycle within their lot.
- (4) An owner or occupier of a lot that stores a Bicycle within their lot must:
  - (a) clean the tires of the Bicycle before the Bicycle enters the building basement foyer or lift;
  - (b) ensure that the owner or occupier dismounts off the Bicycle before the Bicycle enters the building basement foyer or lift;

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- (c) ensure that the Bicycle enters the building via the common property basement; and
  - (d) not store, or permit the storage of, the Bicycle on the balcony serving the lot.
- (5) An owner or occupier of a lot must not charge any electrical bicycles, electrical scooter and any lithium batteries in the building basement.

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**Resolution 26: The strata company resolved by a resolution without dissent to:**

- (a) repeal Schedule 1 by-law 30 as contained in the scheme by-laws document O931502 registered on 5 November 2021; and
- (b) add the following schedule 2 conduct by-laws to the by-laws that apply to the scheme:

**18 Use and maintenance of lot**

- (1) A owner, 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 owner or occupier of the lot, it being acknowledged by all owners 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 18(1), a owner 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 owners in the vicinity of the lot;

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- (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 owners 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.

**19 Moving furniture**

- (1) An owner, 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:
  - (a) do so without notifying the building 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 building manager for the day and time of the proposed move;
  - (b) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the building manager; or
  - (c) do so on a Saturday, Sunday or public holiday without paying the fee set by the strata company for the overtime attendance of the building manager.
- (2) An owner, 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:
  - (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the building manager;
  - (b) permit any furniture or items to access or exit the building other than via the basement;
  - (c) permit any vehicles to restrict access to the car park;
  - (d) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
  - (e) place any furniture or items in a lift other than that specified by the building manager and, in any event, not until protective covers have been placed in the lift by the building manager;
  - (f) 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
  - (g) damage the common property.

## **20 Balconies**

An owner, occupier or other resident of a lot which includes a balcony must:

- (1) 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;
- (2) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
- (3) 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
- (4) permit the building manager to inspect the balcony from time to time to ensure that the requirements of this bylaw are being complied with.

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**Resolution 27:** The strata company resolved by a *special resolution* to add the following schedule 2 conduct by-law to the by-laws that apply to the scheme:

## **21 Cleaning of glass**

An owner 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:

- (1) the strata company resolves that it will keep the glass or specified part of the glass clean; or
- (2) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

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**Resolution 28:** The strata company resolved by a *special resolution* to add the following schedule 2 conduct by-law to the by-laws that apply to the scheme:

## **22 Closed Circuit Television (CCTV)**

- (1) In this by-law:
  - (a) **CCTV Equipment** includes, without limitation, CCTV cameras, lenses, mountings, microscopes, cables, video recorded, storage units and monitors installed by the strata company;
  - (b) **CCTV Recordings** means the visual and/or audio-visual recordings captured by the CCTV Equipment and information about the CCTV Recordings, including metadata.
- (2) The council will:
  - (a) to the extent it considers appropriate, arrange for CCTV Equipment to be installed on the common property (**CCTV System**) to:
    - (i) record audio and visual activity on the common property; and

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- (ii) preserve the security of the scheme in accordance with the strata company's duty to manage and control the common property for the benefit of all owners in accordance with section 91(1)(b) of the Act;
  - (b) not be responsible to an owner for any failure of the CCTV Equipment referred to in this by-law; and
  - (c) cause signage to be displayed in parts of the common property advising of the CCTV System.
- (3) Owners, occupiers and any visitors are taken to have given their informed consent to:
- (a) the CCTV System recording their activity on the common property;
  - (b) the Council storing, at the cost of the strata company, the CCTV Recordings for as long as the Council considers appropriate; and
  - (c) the Council making use of the CCTV Recordings for any lawful purpose, which includes, without limitation, as evidence of a breach of the Act or the by-laws by an owner, occupier or visitor to the scheme.
- (4) All CCTV Equipment installed on the common property:
- (a) will remain the property of the strata company;
  - (b) will be maintained at the cost of the strata company; and
  - (c) must not be obstructed or interfered with by any owner, occupier or visitor.
- (5) All CCTV Recordings remain the property of the strata company:
- (a) but, to the extent permitted by the Act, the CCTV Recordings are deemed not to be a record of the strata company; and
  - (b) accordingly, to the extent permitted by the Act, the CCTV Recordings are not available for inspection in accordance with section 109 of the Act by a person with a proper interest in information (**Proper Interest Person**) or a person authorised in writing by a Proper Interest Person.
- (6) The CCTV Recordings will only be provided to:
- (a) a person authorised by the Council to service the CCTV System;
  - (b) a member of the Council on the written instruction of the Council that they do so to:
    - (i) assist in determining whether a breach of the Act or the by-laws has been committed; or
    - (ii) to allow them to repair, maintain, renew or replace the CCTV System;
  - (c) the strata manager or other agent or representative of the strata company on the written instruction of the Council that they do so to:
    - (i) assist in determining whether a breach of the Act or the by-laws has been committed; or
    - (ii) to allow them to repair, maintain, renew or replace the System;
  - (d) an owner or occupier or their agent with the prior written consent of the Council (Prior Consent);

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- (e) a person as required by order of a court or tribunal; and
  - (f) law enforcement agencies on their written request.
- (7) The strata company may develop a CCTV Recordings policy (**CCTV Policy**) specifying when CCTV Recordings may be accessed.
- (8) If an owner or occupier or their agent requests Prior Consent in accordance with by-law 22(6)(d), the Council:
- (a) must refuse to give Prior Consent if it reasonably determines that making the CCTV Recordings available as requested would:
    - (i) breach a lawful obligation upon the strata company;
    - (ii) breach the CCTV Policy; or
    - (iii) would not benefit the strata company; and
  - (b) may otherwise, as it reasonably determines:
    - (i) refuse to give Prior Consent;
    - (ii) grant Prior Consent; or
    - (iii) grant Prior Consent subject to conditions specified by the Council.
- (9) Subject to the *Strata Titles Act*, the conditions on which:
- (a) Prior Consent is given; or
  - (b) an instruction is given by the Council to a person referred to in sub by-laws (6)(b), (6)(c) or (6)(d) to view the CCTV Recordings, may include, amongst other things, that:
  - (c) only a specified part of the CCTV Recordings will be provided;
  - (d) the CCTV Recordings may only be viewed by a specified person and in a manner and at a place specified by the Council;
  - (e) the CCTV Recordings are not to be copied or transmitted in any way; and
  - (f) the CCTV Recordings may not be displayed on any other system or in any other format.

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**Resolution 29: The strata company resolved by a *special resolution* to add the following schedule 2 conduct by-law to the by-laws that apply to the scheme:**

**23 Smoking and Vaping on Common Property**

- (1) In this by-law:
- (a) **Smoke** means to draw into the mouth and puff out the smoke of ignited tobacco or other similar substance by using a cigarette, pipe, cigar or other similar smoking implement.
  - (b) **Vape** means to draw into the mouth and puff out vapour containing nicotine or other similar substances by using an e-cigarette or other similar device for that purpose.

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- (2) An owner or occupier must:
  - (a) not Smoke or Vape on the common property; and
  - (b) not allow an invitee of the owner or occupier to Smoke or Vape on the common property.
- (3) An owner or occupier may Smoke or Vape within the confines of their lot, provided the owner or occupier:
  - (a) ensures that smoke or vapour does not enter the common property or another lot, including, without limitation, when that owner or occupier Smokes or Vapes on the balcony of their lot;
  - (b) does not dispose of cigarette butts or vape cannisters by throwing the cigarette butts or vape cannisters from its lot or the common property; and
  - (c) takes all reasonable steps to ensure that any smoke or vapour emitted by a person who Smokes or Vapes in their lot does not cause a disturbance to other owners or occupiers within the scheme.

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**Resolution 30: The strata company resolved by a *special resolution* to add the following schedule 2 conduct by-law to the by-laws that apply to the scheme:**

**24 Short-term rental accommodation prohibited**

- (1) In this by-law:
  - (a) **Lot** means the whole or any part of a lot.
  - (b) **Short Term Use** means the use of an owner's Lot for occupancy as a short-term temporary or holiday accommodation for periods of less than six (6) months.
- (2) An owner or occupier of a Lot:
  - (a) may only use their Lot or permit their Lot to be used as a residence; and
  - (b) must not:
    - (i) use their Lot for Short Term Use;
    - (ii) allow their Lot to be used for Short Term Use; and
    - (iii) allow their Lot to be advertised for Short Term Use.

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## **The Owners of Allegro Strata Scheme 44450**

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

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

person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

### **3 Constitution of Council**

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots, and if there are more than 3 lots in the scheme, the council shall consist of not less than 3 nor more than 5 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) 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.
- (6) 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.
- (7) 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 (6); or
  - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (8) 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 (7)(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.

- (9) 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.
- (10) 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.
- (11) 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.

#### **4 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 sub by-law 3(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 sub by-law 3(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 sub by-law 3(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.

## **5 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.

## **6 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.

## **7 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.

## **8 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.

## **9 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.

## **10**

- (1) The owner 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 owners lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the owner's failure to maintain that owner's lot in accordance with by-law 1(1)(b).
- (2) The owner authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 10 (1).

## **11 Strata Contributions – Reserve Fund**

- (1) As provided for in section 100 of the *Strata Titles Act (Act)*, the council may determine the amounts to be raised for payment into the administrative fund and the reserve fund and levy the owners:
  - (a) in proportion to the unit entitlement of their respective lots; or
  - (b) in any other manner permitted under the by-laws and the Act from time to time.

- (2) The council of the strata company may raise the contributions levied by the strata company pursuant to section 100(1)(c) of the Act in respect of the administrative fund on the basis that:
- (a) 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
  - (b) 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.
- (3) The council of the strata company must:
- (a) establish a reserve fund in accordance with section 100(2) of the Act;
  - (b) determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and
  - (c) raise the amounts determined from time to time by levying contributions pursuant to section 100(2)(c) of the Act on the owners in proportion to the unit entitlement of their respective lots.
- (4) 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.

## 12 Exclusive Use Areas

- (1) The owner 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 owner, 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 owner or occupier of Lot 84 (**Lot 84 User**) and the owner 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.

### **13 Planter Boxes**

- (1) An owner, occupier or other resident of lots 1, 2 and 3, (which lots include a planter box) must maintain and repair that planter box to a reasonable standard including, without limitation, ensuring that:
  - (a) all plants are properly watered, weeded and tendered;
  - (b) any plants which die are replaced with similar plants; and
  - (c) plants are not overgrown.
- (2) If the owner, occupier or other resident of lots 1, 2 or 3 does not comply with by-law 13(1), the strata company may enter the lot and maintain the planter

box at the cost of the owner of that lot in accordance with Schedule 1 by-law 24.

## **14 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.

## **15 Louvres on Balconies**

- (1) In this by-law:
  - (a) **Louvre Lot** means a lot which includes a balcony with a louvre; and
  - (b) **Sunscreen Lot** means a lot which is sheltered by a sunscreen.
- (2) An owner, 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.
- (3) Despite sub by-law 15(2), an owner, occupier or other resident of a Louvre Lot, is permitted to add louvres to the balcony of that Louvre Lot provided that:
  - (a) the new louvres are consistent with the existing standard of louvres installed as at the date of registration of the strata plan;
  - (b) the new louvres meet all relevant statutory requirements; and
  - (c) no more than 50% of the opening of the balcony is enclosed by the louvre (the opening of the balcony is taken to mean the area bounded by the walls, floor and ceiling of the balcony).
- (4) The strata company may elect to be responsible for the cleaning, repair and maintenance of the sunscreens on a Sunscreen Lot and may elect to recover all costs incurred by the Strata Company in doing so in accordance with governance by-law 24.
- (5) The owner 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:

- (a) the strata company or the appointed contractor gives the owner, occupier or other resident of the Sunscreen Lot reasonable written notice of the requirement for access (except in the case of an emergency);
- (b) access to the Sunscreen Lot is at a reasonable time (except in the case of an emergency); and
- (c) the strata company and the appointed contractor cause as little disruption and inconvenience as is possible in the circumstances.

## 16 Default

If an owner or occupier breaches any by-law and that default continues for 7 days after notice thereof is given to the owner 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 owner or occupier in default.

## 17 Variation to Basis for Levying Contributions: Residential & Commercial Lots

- (1) In this by-law:
  - (a) **Commercial Lots** mean each and all of Lots 86 and 87;
  - (b) **Residential Units** means each and all of Lots 1 – 80 (inclusive); and
  - (c) **Residential Townhouse** means each and all of Lots 81, 82, 83, 84 & 85 (which includes all of the Home Office Lots 81, 84 & 85).
- (2) Pursuant to section 100(1)(c)(ii) of the Act, contributions levied to owners for certain expenses incurred by the strata company may be levied according to this by-law and not in accordance with unit entitlement.
- (3) Subject to sub by-law 17(4), contributions for any routine expense/s incurred by the strata company may be levied in any of the following ways, at the discretion of the council acting reasonably:
  - (a) on the owners of the Residential Units & Commercial Lot 87 only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Units & Commercial Lot 87; or
  - (b) on the owners of the Residential Townhouses & Commercial Lot 86 only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Townhouses & Commercial Lot 86; or
  - (c) on the owners of the Residential Units only, in the proportion that the unit entitlement of their respective lot bears to the aggregate unit entitlement of all of the Residential Units; or
  - (d) on the owners of the Residential Townhouses only, in the proportion that the unit of their respective lot bears to the aggregate of all of the Residential Townhouses; and/or
  - (e) on the owner/s of Commercial Lot 86 only; or
  - (f) on the owner/s of the Commercial Lot 87 only; or.
  - (g) on any combination of the owners of the Residential Units, the Residential Townhouses, the Commercial Lot 86 and/or the Commercial Lot 87 in the

proportion that the unit of their respective lot bears to the aggregate of all of the lots being levied for that/those expense/s.

- (4) Contributions for all repair, maintenance and/or replacement expenses incurred by the strata company in relation to any floor coverings in and appurtenant to any lot in the scheme (that are not otherwise subject of an exclusive use by-law) will be levied solely on the owner of the respective lot. For this purpose, floor coverings means and includes common property flooring materials that are located above and affixed to the concrete slab, immediately below the cubic space of a lot, such as but not limited to a waterproof membrane, tiles, grout, acoustic underlay, wooden floorboards, or similar fixed flooring material.

## **18 Electronic Council Meetings**

The council may, unless otherwise agreed by the members of the council, 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.

## **19 Additions and Alterations to a Lot**

- (1) An owner 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) An owner, 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, an owner 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 owner 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 owner or occupier as a liquidated sum in any court of competent jurisdiction.
- (4) An owner 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 owner 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 owner, 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 an owner of a lot installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturers recommendations.
- (5) 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 sub by-law 5(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.
- (6) This by-law 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.
- (7) 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 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,
  - (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.
- (8) Sub by-law (7) 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.

## **20 External Use of Lot**

- (1) An owner, 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;
- (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:
  - (i) the curtains or window treatments have white backing material;
  - (ii) 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
  - (iii) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing or window treatments - a owner, 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:
  - (i) the new louvres are in accordance with the existing standard or louvres as at the date of registration of the strata plan;
  - (ii) the new louvres meet all relevant statutory requirements; and

- (iii) 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:
  - (i) the mesh screen store areas located in the basement car park of the building; or
  - (ii) the mechanical ventilation louvres / grills in the external walls of the basement car park.

## 21 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) An owner 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 owner enjoys the use and benefit to the exclusion of all other owner.

## 22 Fitout and Alterations to a lot

- (1) An owner, 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) An owner, occupier or other resident of a lot must not undertake any building works within or about or relating to that lot until the owner 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 to 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 owner of the relevant lot; and
  - (d) pays the costs referred to in paragraph (c) to the strata company.
- (3) The owner of a lot must ensure that:
  - (a) the owner and the owner'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 owner'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 owner of a lot must ensure that the owner and the owner'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 owner of a lot commences any building works, the owner 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 owner 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 owner's lot and, if the owner 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 owner must promptly pay to the strata company any costs or liabilities incurred by the strata company in making good the damage or dirtying.

## **23 Security Keys**

- (a) The strata company will provide each owner of a lot, a security key or access device (**Security Key**) to enable the owner to access restricted areas in the building.
- (b) The strata company may charge a reasonable fee for any additional Security Key required by an owner.
- (c) An owner 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 owner'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 owner or the strata company.
- (d) An owner 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 owner and is not disposed of otherwise than by returning it to the strata company.
- (e) An owner 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 an owner, during normal business hours.

## **24 Costs Recovery by strata company**

- (1) In this by-law:
  - (a) **Act** means the *Strata Titles Act 1985* (WA).

- (b) **Alleged Breach** means any breach of the Act or scheme by-laws that the Strata Company and/or the Council reasonably determines has, or may have, occurred.
- (c) **Costs** means any cost, fee or expense incurred by the Strata Company, including but not limited to:
  - (i) strata manager fees, disbursement and other costs;
  - (ii) the costs of any security guards or other contractors engaged to:
    - A. respond to any alleged breach of the Act or scheme by-laws; or
    - B. attempt to prevent any further breaches of the Act or scheme by-laws;
  - (iii) the costs of an employee or agent of, or contractor to the Strata Company, including but not limited to administrative, labour and materials costs;
  - (iv) any additional insurance premium charges; and
  - (v) any Legal Costs.
- (d) **Council** means the council of the Strata Company.
- (e) **Legal Costs** means any cost, fee or expense incurred by the Strata Company in seeking legal advice, and/or representation in any Legal Proceedings, including but not limited to:
  - (i) legal fees, disbursements and other costs, including but not limited to:
    - A. barristers/counsel fees and disbursement costs;
    - B. process server fees and disbursement costs; and
    - C. bailiff/sheriff fees and disbursement costs;
  - (ii) all fees, disbursements and other costs incurred on account of the engagement of witnesses, experts or consultants.
- (f) **Legal Proceedings** means any proceeding or action in any court or tribunal or before any mediator, arbitrator or other decision maker, in any jurisdiction and includes, but is not limited to:
  - (i) an application made to the State Administrative Tribunal, a court, or any other tribunal to recover an amount of money owing to the Strata Company by an Owner;
  - (ii) proceedings commenced in relation to an alleged breach of the Act, scheme by-laws or any other law;
  - (iii) proceedings commenced by an Owner or Occupier against the Strata Company;
  - (iv) any mediation, arbitration or other dispute resolution process as between the Strata Company and any one or more Owner/s or Occupier/s;
  - (v) any application for leave to appeal; and

- (vi) any appeal relating to a proceeding of the kind referred to in this definition.
  - (g) **Lot** means a lot within the strata scheme.
  - (h) **Owner** or **Occupier** have the meanings given to them in the Act.
  - (i) **Owner's Agents** means, as the case requires, any employee, agent, contractor, sub-contractor, authorised representative, licensee or invitee of an Owner and any Occupier of that Owner's lot;
  - (j) **Strata Company** means the Strata Company established on registration of the scheme.
- (2) Each Owner acknowledges that:
- (a) the Strata Company has a statutory duty pursuant to section 91(1)(b) of the Act to manage and control the common property of the scheme for the benefit of all owners (**Management Duty**); and
  - (b) the Strata Company has a statutory function pursuant to section 112 of the Act to enforce compliance with the scheme by-laws (**Enforcement Duty**).
- (3) Each Owner indemnifies and keeps indemnified the Strata Company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any Costs, injury, liability, harm, loss or damage suffered or incurred by the Strata Company as a result of or related to any negligence of that Owner, any breach of the Act, scheme by-laws or any other law, or any Alleged Breach, by that Owner and/or any of that Owner's Agents or incurred by the Strata Company under these by-laws that these by-laws provide can or may be recovered by the Strata Company from an Owner or Occupier (**Owner Indemnity**).
- (4) Without limiting the Owner Indemnity, an Owner will pay on demand the Strata Company's Costs in relation to, or in any way arising from, the Strata Company:
- (a) attending to any application made to the Strata Company by that Owner and/or any of that Owner's Agents for approval under either or both of the Act or the scheme by-laws;
  - (b) obtaining advice or any report/s in relation to a matter relevant to or concerning the Strata Company's Management Duty, Enforcement Duty or any other duty or power of the Strata Company under the Act;
  - (c) or any person on behalf of the Strata Company, preparing and/or issuing a notice under the Act, scheme by-laws or any other law to that Owner or any of that Owner's Agents;
  - (d) having to rectify, remove or remedy any unauthorised alteration, damage, harm, loss, destruction or vandalism to any part of the common property or personal property of the Strata Company caused by or attributable to that Owner and/or any of that Owner's Agents;
  - (e) taking steps to recover outstanding contributions or other amounts levied by the Strata Company or other amounts owing to the Strata Company by that Owner pursuant to the Act, scheme by-laws or any other law;

- (f) engaging lawyers to act for and/or advise it in relation to any breach of the Act, scheme by-laws of any other law, or any Alleged Breach, by that Owner or any of that Owner's Agents, including but not limited to, the costs of all advice, correspondence and notices prepared and sent;
  - (g) commencing and conducting any Legal Proceedings against that Owner and/or any of that Owner's Agents;
  - (h) engaging lawyers to act for and/or advise it in relation to any allegation of a breach by the Strata Company of the Act, scheme by-laws or any other law that is made by:
    - (i) that Owner; and/or
    - (ii) any of that Owner's Agents; and/or
    - (iii) a mortgagee of that Owner's Lot,
    - (iv) responding to or defending any Legal Proceedings commenced by:
      - A. that Owner; and/or
      - B. any of that Owner's Agents; and/or
      - C. a mortgagee of that Owner's Lot,against the Strata Company or in which the Strata Company becomes involved in circumstance in which the application is not successful, or those Legal Proceedings are withdrawn or dismissed.
- (5) The Council is empowered and authorised to:
- (a) include any amounts due to be paid by an Owner to the Strata Company by reason of this by-law in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
  - (b) raise that amount by levying a contribution for it solely on that Owner in accordance with section 100(1)(c)(ii) of the Act.
- (6) If any amount due to be paid by an Owner to the Strata Company by reason of this by-law remains outstanding for more than fourteen (14) days from the date on which it was due, the Strata Company may recover that amount from that Owner in a court of competent jurisdiction, together with all additional Costs, Legal Costs, fees and expenses incurred in recovering that amount.
- (7) If any clause of this by-law is found by a court or tribunal to be invalid, that clause is taken to be severed and the remainder of this by-law continues to have effect.
- (8) Any Legal Costs incurred by the Strata Company that are recoverable under this by-law are:
- (a) recoverable on a solicitor and own client full indemnity basis; alternatively
  - (b) if sub by-law (8)(a) is found by any court or tribunal to be invalid, those costs that have been reasonably incurred by the Strata Company in the circumstances; alternatively
  - (c) if both sub by-laws (a) and (8)(b) are found by any court or tribunal to be invalid, those costs that would be payable pursuant to the scale of costs

determined by the Legal Costs Committee and which applies to that legal work from time to time.

## **25 Insurance excess**

- (1) An owner is responsible for the cost of any insurance excess payable as a result of an insurance claim made against the strata company's insurer by the owner, including any claim whether such loss or damage occurs:
  - (a) to any part of the building within their lot;
  - (b) to any part of the common property surrounding the owner's lot;
  - (c) to the fixtures and improvement of the owner's lot; and
  - (d) to any part of the common property, other than the common property referred to in sub by-law (1)(b), where the owner is directly responsible for the loss of, or damage to, that common property, where the insurance claim is made by the strata company.
- (2) The responsibility of the strata company under sub by-law (1) extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
  - (a) glass (windows, doors, shower screen & mirrors); and
  - (b) porcelain, vitreous china, or similar fixtures (such as vanity basins).
- (3) All amounts payable as an insurance excess referred to in by-law 25(1) becomes a debt due by the owner of that lot to the strata company and the strata company may take action for the recovery of those amounts in a court of competent jurisdiction.

## **26 Passing on cost of fire alarm**

- (1) In this by-law **Call-out** means the activation of smoke or fire alarms forming fire safety equipment resulting in the attendance of an authorised contractor or the fire brigade to investigate the cause and/or any consequential attendance the by local authority and/or prescribed authority.
- (2) Where fire safety or human error has triggered an alarm in relation to a lot and:
  - (a) a Call-out has occurred;
  - (b) it is a false alarm; and
  - (c) the fire safety equipment has not malfunctioned,the owner of that lot acknowledges and agrees to indemnify the strata company for any charges (including any fines) associated with that Call-out.

## **Conduct By-laws**

### **1 Damage to lawns and gardens etc. on common property**

Except with the approval of the strata company, an owner, 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 Behaviour of owners and occupiers**

An owner, 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 owner, occupier, or resident of another lot or to any person lawfully using common owner.

### **3 Use of common property**

- (1) An owner, 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 an owner 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 owner, 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;
  - (f) use any part of the common property in breach of any rules prescribed by the strata company;
  - (g) store, or permit the storage of, any items on common property, including in front of lot doors, lift, common property foyers and basement. This includes, without limitation, shoes, door mats, plants, ornaments and statues; or
  - (h) subject to sub by-law (2) use, or allow the use of, the common property general power outlets throughout the scheme, including those located in the car parking basement to, without limitation:
    - (i) charge scooters, e-bikes and batteries; and
    - (ii) power fridges and other equipment.
- (2) An owner, occupier or other resident of a lot may use a common property general power outlet to power a vacuum cleaner, but only on the following conditions:

- (a) the power outlet is used at their own risk;
  - (b) the power outlet is used for a short period of time;
  - (c) the owner, occupier or other resident is in attendance while the vacuum cleaner is plugged into the power outlet; and
  - (d) the power outlet is switched off and all cords and plugs removed once use of the power outlet is complete.
- (3) The strata company does not take any responsibility for any personal injury, death or damage to property caused that may occur while an owner, occupier or other resident of a lot uses a common property general power outlet.

#### **4 Rules**

- (1) The strata company may, from time to time, make, withdraw or amend rules on any matter regarding these by-laws.
- (2) Any rules made, withdrawn or amended under this by-law will not conflict with these by-laws and these by-laws will prevail over any of these rules to the extent of any inconsistency.
- (3) An owner or occupier must comply at all times with any rules made under this by-law.
- (4) The strata company may, from time to time, publish the rules on the common property notice board.

#### **5 Affixing or altering external surface of a lot**

Notwithstanding any other by-law, an owner 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**

An owner 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

An owner, 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) In this by-law, **Recreational Facilities** means the common property barbeque area, outdoor area, gym, pergola area, swimming pool and other recreational facilities situated on the common property.
- (2) An owner or occupier or other resident of a lot must:
  - (a) ensure that no more than four (4) guests or visitors per lot use the Recreational Facilities at any one time;
  - (b) ensure that their guests or visitors do not use the Recreational Facilities unless they are accompanied by that owner or occupier;
  - (c) ensure that children under the age of 10 years of age that use the Recreational Facilities are accompanied and supervised by an adult;
  - (d) not bring, or allow guests or visitors to bring, glass objects, drinking glasses and sharp objects in or around the Recreational Facilities;
  - (e) ensure that they, and their guests and visitors, do not run, play ball, make excessive noise, or engage in dangerous or hazardous activities in or around the Recreational Facilities;
  - (f) ensure that swimming pool equipment is not, except with the approval of the council of the strata company, be interfered with, operated or adjusted;
  - (g) ensure that they, their guests and visitors are appropriately attired whilst using the Recreational Facilities;
  - (h) ensure that all items brought into the the Recreational Facilities are taken with them upon leaving and that all rubbish is properly disposed;
  - (i) ensure that they, and their guests and visitors, wear appropriate enclosed footwear to the gym and use a towel while exercising at the gym;
  - (j) ensure that they, and their guests and visitors, limit the use of any aerobic equipment to twenty (20) minutes at a time during busy hours; and
  - (k) ensure that they, and their guests and visitors abide by all rules and regulations on signs displayed in the Recreational Facilities.
- (3) The council of the strata company may make rules regarding the Recreational Facilities.
- (4) An owner, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the owner, 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.

## 10 Parking areas

- (1) In this by-law, **Vehicle** means any licensed, registered and roadworthy motor or other vehicle, including without limitation a car, motorcycle and trailer.

- (2) An owner, occupier or other resident of a lot must not park or stand, or allow any Vehicle to be parked or left standing:
  - (a) on common property, other than with the consent of the strata company;
  - (b) in such a position where it unreasonably obstructs access to or egress from any other car parking bay or the common property; and
  - (c) on a lot if its length or width exceeds the marked limits of the designated car parking bay.
- (3) An owner, occupier or other resident of a lot must ensure that they, and their guests and visitors abide by all rules and regulations on signs displayed on common property.
- (4) An owner, occupier or other resident of a lot must not:
  - (a) use their car parking bay for any purpose other than storing or parking a Vehicle;
  - (b) on any part of the parcel intended for use as a car parking bay:
    - (i) erect any form of structure;
    - (ii) store any commercial, household or other goods; or
    - (iii) allow any accumulation of rubbish or waste materials, or permit any of these actions to occur;
  - (c) conduct repairs on, or restoration to, any Vehicle in their car parking bay or common property, other than to remove a Vehicle that has broken down; or
  - (d) allow any accumulation of grease oil or other contaminants on a car parking bay or the common property.
- (5) The council of the strata company may make rules regarding the use of the car parking bays on the common property.
- (6) An owner, occupier or other resident of a lot, including, without limiting the generality of the term, any lessee, licensee, guest or visitor of the owner, 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.
- (7) For the purposes of this by-law, 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 owner or occupier or other resident of a Plant and Equipment Lot must permit the owner 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 owner or Occupier of that lot:

- (1) gives the owner, 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 owner, 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 owner 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 owner, 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 Keeping of Pets - Residential Lots only**

- (1) Definitions
- (a) **Building** means the building the subject of the strata plan.
  - (b) **Commercial Lot** means lots 86 and 87.
  - (c) **Excluded Dog** means:
    - (i) a pit bull terrier;
    - (ii) an American pit bull terrier;
    - (iii) a dogo argentino;
    - (iv) a fini brasileiro;
    - (v) a japanese tosa;
    - (vi) any other outcross of the breeds mentioned in sub by-law 13.1(a) to 13.1(e);
    - (vii) any dog prohibited from importation into Australia by the Commonwealth government;
    - (viii) any unregistered or dangerous dog under the Dog Act 1976; and
    - (ix) any other category of dog specified from time to time by the strata company.
  - (d) **Residential Lot** means a lot other than a Commercial Lot.
  - (e) **Small Dog** means any breed of dog which:

- (i) at its full grown size does not exceed 10 kilos; and
  - (ii) is not an Excluded Dog;
- (2) Permitted Animal
- (a) An owner or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
  - (b) An owner or occupier of a Residential Lot may keep without the consent of the strata company:
    - (i) fish in an enclosed aquarium;
    - (ii) 1 caged bird;
    - (iii) 1 Small Dog; or
    - (iv) 1 cat.
  - (c) An owner or occupier of a Residential Lot must obtain the prior written consent of the council of the strata company before that owner or occupier keeps:
    - (i) any other type of animal including a dog which is not a Small Dog; or
    - (ii) more than 1 dog or cat at the same time.
  - (d) The council will be entitled to refuse to give its consent under sub by-law 13.2(c) if the council forms the opinion, on reasonable grounds, that the intended keeping of the relevant animal will, or is likely to, do any of the following:
    - (i) adversely impact on the health or hygiene of other owners;
    - (ii) interfere with the peaceful and quiet enjoyment of other owners;
    - (iii) otherwise result in a breach of these by-laws; or
    - (iv) breach any applicable laws.
  - (e) If an owner or occupier of a Residential Lot keeps an animal, then the owner or occupier:
    - (i) must ensure that the animal is at all times kept under control and within the confines of that owner's or occupier's lot;
    - (ii) must ensure that the animal, other than an accredited assistance animal, is not on the common property at any time, except for the purpose of entering the owner's Residential Lot or leaving the Building via the common property basement only;
    - (iii) must ensure that the animal is restrained on a lead not exceeding 1.5 meters in length or is carried by hand or is in a wheeled conveyance designed for the carriage of animals when entering or leaving the Residential Lot; and
    - (iv) is liable to the owners 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
- (v) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property.
- (f) This by-law:
  - (i) applies to any person in a lot or on common property with the express or implied consent of the owner or occupier of that lot; and
  - (ii) does not prevent the keeping of a dog used and accredited as an assistance animal (which has the meaning to it in section 9(2) of the *Disability Discrimination Act 1992 (Commonwealth)*), provided the dog wears an identifying vest while on common property.
- (g) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the strata company, provide evidence to the strata company demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 (Commonwealth)*.
- (h) Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the owner or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where an owner's or occupier's animal causes or is causing:
  - (i) any noise which is disturbing to an extent which is unreasonable; or
  - (ii) damage to or loss of property or injury to any person.
- (i) A further breach under this by-law after notice has been served on an owner or occupier of a lot under sub by-law (h), will entitle the strata company to require the immediate removal of the animal from the Building.

## 14 Storage of bicycles

- (1) In this by-law, **Bicycle** includes any bicycle or other pedal operated conveyance including without limitation a scooter.
- (2) An owner, occupier or other resident of a lot must not store, or permit the storage of, a Bicycle on common property.
- (3) Subject to sub by-law (4), an owner or occupier of a lot may store a Bicycle within their lot.
- (4) An owner or occupier of a lot that stores a Bicycle within their lot must:
  - (a) clean the tires of the Bicycle before the Bicycle enters the building basement foyer or lift;
  - (b) ensure that the owner or occupier dismounts off the Bicycle before the Bicycle enters the building basement foyer or lift;

- (c) ensure that the Bicycle enters the building via the common property basement; and
  - (d) not store, or permit the storage of, the Bicycle on the balcony serving the lot.
- (5) An owner or occupier of a lot must not charge any electrical bicycles, electrical scooter and any lithium batteries in the building basement.

## **15 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 15(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 15(1) and enable the scheme and the Adjoining Schemes to use the Central Fire Services.

## **16 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, an owner, 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. An owner, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

## **17 Fire sprinklers**

- (a) An owner, 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) An owner, 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.

## **18 Use and maintenance of lot**

- (1) A owner, 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 owner or occupier of the lot, it being acknowledged by all owners 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 18(1), a owner 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 owners 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 owners 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.

## **19 Moving furniture**

- (1) An owner, 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:
  - (a) do so without notifying the building 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 building manager for the day and time of the proposed move;
  - (b) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the building manager; or
  - (c) do so on a Saturday, Sunday or public holiday without paying the fee set by the strata company for the overtime attendance of the building manager.
- (2) An owner, 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:
  - (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the building manager;
  - (b) permit any furniture or items to access or exit the building other than via the basement;
  - (c) permit any vehicles to restrict access to the car park;
  - (d) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
  - (e) place any furniture or items in a lift other than that specified by the building manager and, in any event, not until protective covers have been placed in the lift by the building manager;
  - (f) 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
  - (g) damage the common property.

## **20 Balconies**

An owner, occupier or other resident of a lot which includes a balcony must:

- (1) 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;
- (2) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
- (3) 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
- (4) permit the building manager to inspect the balcony from time to time to ensure that the requirements of this bylaw are being complied with.

## **21 Cleaning of glass**

An owner 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:

- (1) the strata company resolves that it will keep the glass or specified part of the glass clean; or
- (2) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **22 Closed Circuit Television (CCTV)**

- (1) In this by-law:
  - (a) **CCTV Equipment** includes, without limitation, CCTV cameras, lenses, mountings, microscopes, cables, video recorded, storage units and monitors installed by the strata company;
  - (b) **CCTV Recordings** means the visual and/or audio-visual recordings captured by the CCTV Equipment and information about the CCTV Recordings, including metadata.
- (2) The council will:
  - (a) to the extent it considers appropriate, arrange for CCTV Equipment to be installed on the common property (**CCTV System**) to:
    - (i) record audio and visual activity on the common property; and
    - (ii) preserve the security of the scheme in accordance with the strata company's duty to manage and control the common property for the benefit of all owners in accordance with section 91(1)(b) of the Act;
  - (b) not be responsible to an owner for any failure of the CCTV Equipment referred to in this by-law; and
  - (c) cause signage to be displayed in parts of the common property advising of the CCTV System.
- (3) Owners, occupiers and any visitors are taken to have given their informed consent to:
  - (a) the CCTV System recording their activity on the common property;

- (b) the Council storing, at the cost of the strata company, the CCTV Recordings for as long as the Council considers appropriate; and
  - (c) the Council making use of the CCTV Recordings for any lawful purpose, which includes, without limitation, as evidence of a breach of the Act or the by-laws by an owner, occupier or visitor to the scheme.
- (4) All CCTV Equipment installed on the common property:
  - (a) will remain the property of the strata company;
  - (b) will be maintained at the cost of the strata company; and
  - (c) must not be obstructed or interfered with by any owner, occupier or visitor.
- (5) All CCTV Recordings remain the property of the strata company:
  - (a) but, to the extent permitted by the Act, the CCTV Recordings are deemed not to be a record of the strata company; and
  - (b) accordingly, to the extent permitted by the Act, the CCTV Recordings are not available for inspection in accordance with section 109 of the Act by a person with a proper interest in information (**Proper Interest Person**) or a person authorised in writing by a Proper Interest Person.
- (6) The CCTV Recordings will only be provided to:
  - (a) a person authorised by the Council to service the CCTV System;
  - (b) a member of the Council on the written instruction of the Council that they do so to:
    - (i) assist in determining whether a breach of the Act or the by-laws has been committed; or
    - (ii) to allow them to repair, maintain, renew or replace the CCTV System;
  - (c) the strata manager or other agent or representative of the strata company on the written instruction of the Council that they do so to:
    - (i) assist in determining whether a breach of the Act or the by-laws has been committed; or
    - (ii) to allow them to repair, maintain, renew or replace the System;
  - (d) an owner or occupier or their agent with the prior written consent of the Council (Prior Consent);
  - (e) a person as required by order of a court or tribunal; and
  - (f) law enforcement agencies on their written request.
- (7) The strata company may develop a CCTV Recordings policy (**CCTV Policy**) specifying when CCTV Recordings may be accessed.
- (8) If an owner or occupier or their agent requests Prior Consent in accordance with by-law 22(6)(d), the Council:
  - (a) must refuse to give Prior Consent if it reasonably determines that making the CCTV Recordings available as requested would:
    - (i) breach a lawful obligation upon the strata company;

- (ii) breach the CCTV Policy; or
    - (iii) would not benefit the strata company; and
  - (b) may otherwise, as it reasonably determines:
    - (i) refuse to give Prior Consent;
    - (ii) grant Prior Consent; or
    - (iii) grant Prior Consent subject to conditions specified by the Council.
- (9) Subject to the *Strata Titles Act*, the conditions on which:
  - (a) Prior Consent is given; or
  - (b) an instruction is given by the Council to a person referred to in sub by-laws (6)(b), (6)(c) or (6)(d) to view the CCTV Recordings,may include, amongst other things, that:
  - (c) only a specified part of the CCTV Recordings will be provided;
  - (d) the CCTV Recordings may only be viewed by a specified person and in a manner and at a place specified by the Council;
  - (e) the CCTV Recordings are not to be copied or transmitted in any way; and
  - (f) the CCTV Recordings may not be displayed on any other system or in any other format.

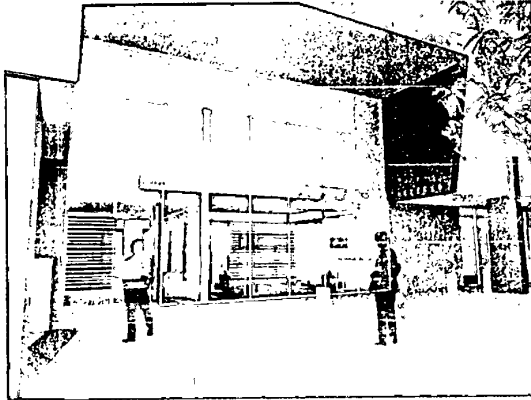
## **23 Smoking and Vaping on Common Property**

- (1) In this by-law:
  - (a) **Smoke** means to draw into the mouth and puff out the smoke of ignited tobacco or other similar substance by using a cigarette, pipe, cigar or other similar smoking implement.
  - (b) **Vape** means to draw into the mouth and puff out vapour containing nicotine or other similar substances by using an e-cigarette or other similar device for that purpose.
- (2) An owner or occupier must:
  - (a) not Smoke or Vape on the common property; and
  - (b) not allow an invitee of the owner or occupier to Smoke or Vape on the common property.
- (3) An owner or occupier may Smoke or Vape within the confines of their lot, provided the owner or occupier:
  - (a) ensures that smoke or vapour does not enter the common property or another lot, including, without limitation, when that owner or occupier Smokes or Vapes on the balcony of their lot;
  - (b) does not dispose of cigarette butts or vape cannisters by throwing the cigarette butts or vape cannisters from its lot or the common property; and
  - (c) takes all reasonable steps to ensure that any smoke or vapour emitted by a person who Smokes or Vapes in their lot does not cause a disturbance to other owners or occupiers within the scheme.

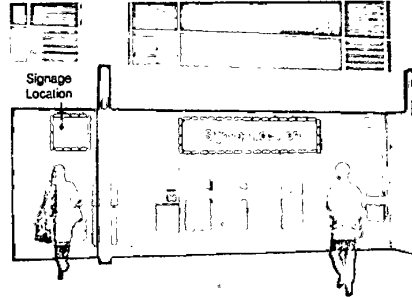
## **24 Short-term rental accommodation prohibited**

- (1) In this by-law:
  - (a) **Lot** means the whole or any part of a lot.
  - (b) **Short Term Use** means the use of an owner's Lot for occupancy as a short-term temporary or holiday accommodation for periods of less than six (6) months.
- (2) An owner or occupier of a Lot:
  - (a) may only use their Lot or permit their Lot to be used as a residence; and
  - (b) must not:
    - (i) use their Lot for Short Term Use;
    - (ii) allow their Lot to be used for Short Term Use; and
    - (iii) allow their Lot to be advertised for Short Term Use.

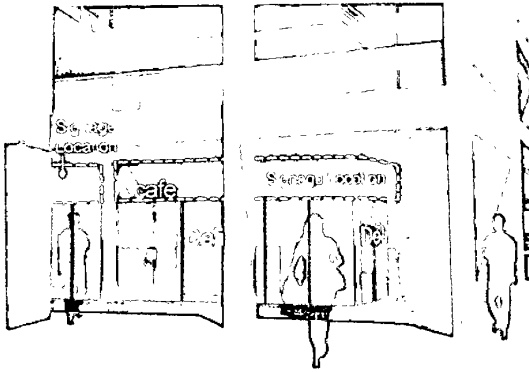
Annexure A to Management Statement  
Sign Areas



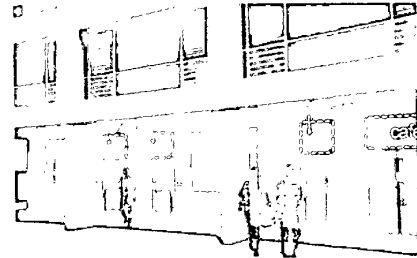
1. ALLEGRO MAIN ENTRY LOBBY



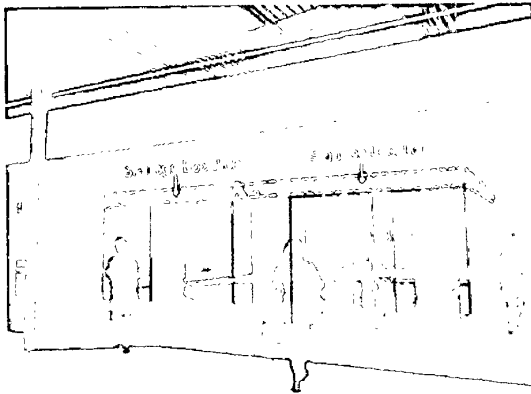
4. HOME/OFFICE + ENTRY FOR TOWNHOUSE



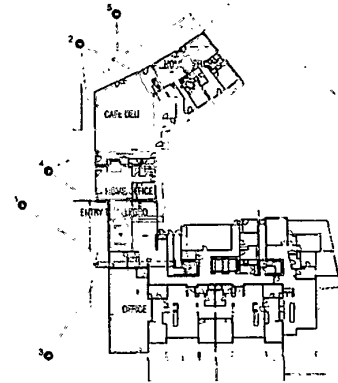
2. CAFE DELI



5. HOME/OFFICE + ENTRY FOR TOWNHOUSE



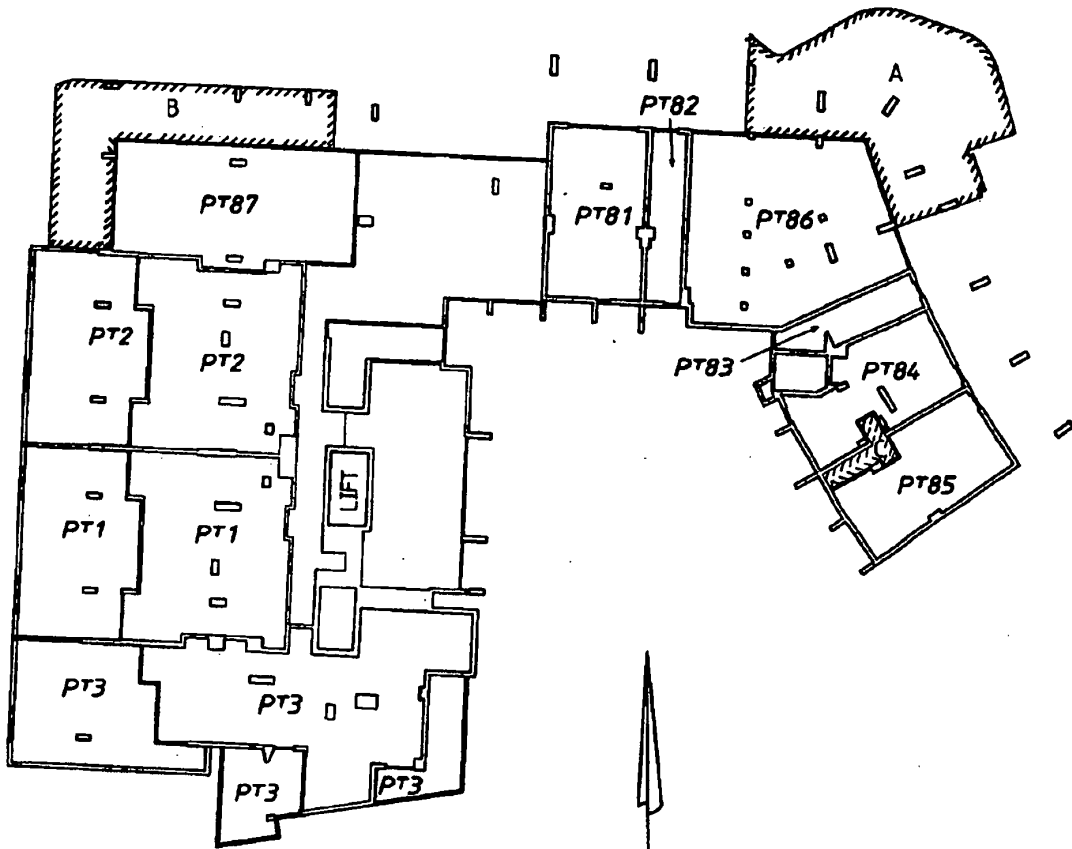
3. OFFICE TENANCY



Annexure B to Management Statement  
Exclusive Use Area Plans

SKETCH  
By Law  
Strata Plan 44450  
ALLEGRO

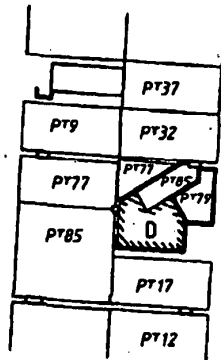
Area marked A for the exclusive use of lot 86  
Area marked B for the exclusive use of lot 87  
Area marked C for the exclusive use of lots 84 & 85



SCALE 1:400  
LEVEL ONE

SKETCH  
By Law  
Strata Plan 44450  
ALLEGRO

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



SCALE 1 : 300