

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

FORM 25

STRATA TITLES ACT 1985

SECTION 5C(1)
THE OWNERS OF VIC QUARTER

STRATA PLAN NO. 77900

MANAGEMENT STATEMENT

(Name of original proprietor of land the subject of the plan)

FOWLER GROUP PROPERTIES PTY LTD ACN 622 638 493

(Description of parcel the subject of the Plan)

Lot 11 on Deposited Plan 413396, the whole of the land in Certificate of Title Volume ___ Folio ___.

This Management Statement lodged or to be lodged with a strata plan in respect of the above land sets out the bylaws of the strata company or amendments to the bylaws contained in schedule 1 and schedule 2 of the Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

1. The Schedule 1 Bylaws are amended and repealed or added to as follows:-

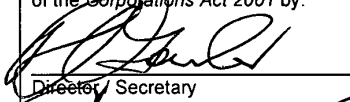
The Bylaws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 1 Bylaws numbered 1 to 55 inclusive as set out hereafter are adopted.

2. The Schedule 2 Bylaws are amended, repealed or added to as follows:-

The bylaws in Schedule 2 to the Act and numbered 1 to 14 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 2 Bylaws numbered 1 to 30 inclusive as set out hereafter are adopted.

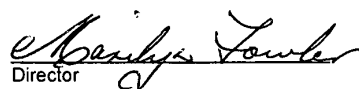
Dated this 12 day of December 2019.

EXECUTED by **FOWLER GROUP PROPERTIES**)
PTY LTD ACN 622 638 493 pursuant to s127(1))
of the *Corporations Act 2001* by:)



Director / Secretary

Robert Leehio Fowler
(print name)



Director

MARILYN JOYCE FOWLER
(print name)

Signed by persons having registered interests and caveators (if any)



Signed by **Australia and New Zealand Banking Group Ltd** (Mortgagee) on 11/12/2019
being the Mortgage referred to in Mortgage **N929942** and which Mortgagee hereby consents to this Management Statement and the registration of this Management Statement.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

Index

SCHEDULE 1 BY-LAWS.....	6
Interpretation.....	6
1. The Strata Company's Council.....	8
2. Membership of the Council.....	8
3. Counting the number of proprietors.....	8
4. Nominations for election to the Council.....	8
5. Eligibility of a co-proprietor to be elected to the Council.....	9
6. Voting for the election of members of the Council.....	9
7. Ceasing to be a member of the Council.....	10
8. Filling a casual vacancy on the Council.....	10
9. Council powers while there is a vacancy.....	10
10. Quorum for a meeting of the Council.....	11
11. Validity of Council's acts.....	11
12. Chairman, secretary and treasurer of the Council.....	11
13. Meetings and resolutions of the Council.....	11
14. Council's powers to appoint advisers, agents and employees.....	12
15. Presiding at the Council meetings.....	12
16. Chairman, Secretary and Treasurer.....	13
17. Powers and duties of the Secretary.....	13
18. Powers and duties of the Treasurer.....	13
19. General meetings of the strata company.....	13
20. How general meetings are convened.....	14
21. Additional agenda items for general meetings.....	14
22. Notices of general meetings.....	14
23. Quorum for a general meeting and entitlement to vote.....	14
24. Quorum for special resolutions or resolutions without dissent.....	15
25. Chairman of a general meeting.....	15
26. Adjournment of a general meeting.....	15
27. Voting at a general meeting.....	16
28. Voting by proxy.....	16
29. Common Seal.....	17
30. Strata Manager.....	17
31. Caretaker.....	17
32. Limiting access to parts of common property.....	18
33. Reserve fund contributions.....	18
34. Levies.....	18
35. Provision of services.....	19
36. Essence and theme of development.....	19

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

37. Special Privileges in respect of common property for 'Permitted Items'	20
38. Exclusive use of exhaust/extraction systems & grease traps servicing commercial lots.....	21
39. Special privileges in respect of seating in common walkway.....	22
40. Bicycle storage	22
41. Observe agreements	23
42. Indemnity	23
43. Default	24
44. Levies on differential basis for default and related expenses	24
45. Penalty for breach of by-laws	25
46. Facilities.....	25
47. Rights of original proprietor.....	26
48. Maintenance of public art.....	27
49. Planter boxes.....	27
50. Electronic surveillance of common property	27
51. Electronic surveillance within commercial lots	28
52. Electricity for the scheme.....	28
53. Exclusive use for commercial solar panels.....	31
54. Electronic delivery of notices, etc.	31
55. Engagement of car parking manager	32
SCHEDULE 2 BY-LAWS	33
1. Conduct of proprietors and occupiers.....	33
2. Use of residential lots	33
3. Use of commercial lots	35
4. Car bays and storage areas	37
5. Signage and other displays	38
6. Obligations relating to occupancy rights	38
7. Alterations and additions within a lot.....	38
8. Structural cubic space	40
9. Floor coverings	41
10. Water escape from lots and balconies.....	41
11. Refuse and cleaning.....	41
12. Window cleaning	42
13. Safety and Security.....	42
14. Flammable materials	42
15. Fire Protection	42
16. Insurance.....	43
17. Lot appearance and window treatments.....	43
18. Balconies	43
19. Use of common property	44
20. Services.....	44

M:\Stratal\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

21. Electrical equipment	44
22. Vehicles and Watercraft.....	45
23. Animals.....	45
24. Public address, sound amplification systems and antennae.....	46
25. Moving furniture, heavy or large objects and use of lifts.....	46
26. Common property damage.....	47
27. Instructing contractors by proprietors.....	47
28. Liquor licences.....	47
29. No smoking.....	47
30. Conditions of Approval.....	47

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

SCHEDULE 1 BY-LAWS

INTERPRETATION

The Schedule 1 and Schedule 2 by-laws in the Act shall not apply to the scheme. The following Schedule 1 by-laws and Schedule 2 by-laws shall apply to the scheme and in the interpretation of those by-laws, unless the context or the Act otherwise requires:

- (a) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
- (b) **AGM** means an annual general meeting of the strata company;
- (c) **air-conditioning system** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of any air-conditioning system;
- (d) **by-law** means a by-law of the strata company;
- (e) **caretaker** means the caretaker from time to time appointed by the council;
- (f) **commercial lots** means those lots on the Strata Plan intended for commercial and not residential use;
- (g) **common property** means all parts of the parcel not comprised in a lot;
- (h) **council** means the strata company's council of owners;
- (i) **invitee** means each agent, contractor, tenant, lessee, licensee and other person who at any time is under the control of and in or upon a lot or the parcel with the consent (express or implied) of a proprietor or occupier of a lot;
- (j) **local government** means the local government within whose area the parcel is situated;
- (k) **lot** means a lot on the Strata Plan, being a cubic space having the boundaries referred to in the definition of 'lot' in section 3(1) and the horizontal boundaries ascertained under section 3(2).
- (l) **parcel** means the land comprised in the Strata Plan;
- (m) **person** includes a natural person and an incorporated entity;
- (n) **proprietor** means the person who is for the time being registered under the *Transfer of Land Act 1893* as the proprietor of an estate in fee simple or an estate for life of a lot and the proprietor's successors in title, personal representatives, permitted assigns and transferees or a registered mortgagee in possession;
- (o) **original proprietor** means the proprietor of the land comprised in the parcel at the date of registration of the Strata Plan;
- (p) **residential lots** means such lots (if any) which are not commercial lots;
- (q) **scheme** means the strata scheme constituted under the Strata Plan and includes any additions or alterations made to or in respect of the scheme whether by way of demolition, construction, reconstruction, re-subdivision or otherwise from time to time in accordance with the Act and the rights, entitlements and obligations conferred or imposed by the Act or the by-laws;
- (r) **services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, air-conditioning, ventilation, sewerage, drainage, garbage disposal, telephone, security and communication services to, or in, any part of the scheme;
- (s) **strata company** means the strata company created upon registration of the Strata Plan;
- (t) **strata company records** means the records of the strata company and includes the records of the council and the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (u) **strata manager** means the strata manager from time to time appointed by the council;
- (v) **Strata Plan** means the strata plan to which these by-laws apply;
- (w) **structure** includes any improvement prescribed under or for the purposes of section 7;
- (x) **vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, motor scooter, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land;

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (y) **watercraft** means any boat, powered or otherwise, canoe, kayak, raft, yacht, jet-ski or other craft designed for use on water, including any trailer or other transporting device in respect thereof and any sails, oars, fuel, oil, pump, mooring equipment or related item;
- (z) words defined in the Act have the same meaning where used in these by-laws;
- (za) words denoting one gender include all other genders and words in the singular include the plural and vice versa; and
- (zb) a reference to a proprietor or to an occupier or to a resident is a reference, respectively, to the proprietor, occupier or resident of a lot.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

1. The Strata Company's Council

- (1) Subject to sub-bylaw (2):
- (a) The strata company is to have a council.
 - (b) The members of the council are to be elected at each AGM.
 - (c) Subject to any restriction imposed or direction given by the strata company at a general meeting and to paragraph (d) the functions, powers and duties of the strata company are to be exercised and performed by the council; and
 - (d) Subject to Schedule 1 by-law 9, a council meeting at which a quorum is present is competent to exercise all or any of the functions, powers and duties of the strata company.
- (2) Until the original proprietor ceases to be the proprietor of a lot or until the expiration of the first AGM after the second anniversary of the registration of the Strata Plan whichever sooner occurs, but subject to sub-bylaw (3):
- (a) The original proprietor alone shall be deemed to be the council and to be the chairman, secretary and treasurer of the council;
 - (b) While the original proprietor is the sole member of the council:
 - (i) no meeting and no notice of any meeting of the council shall be required and any resolution executed by the original proprietor or, if the original proprietor is a corporation, by any director of that corporation, will be deemed for all purposes to be a resolution of the council;
 - (ii) the original proprietor shall make a written record of all decisions made in exercise of its powers under this sub-clause and that record shall be deemed to be minutes of the council;
 - (iii) the original proprietor shall be empowered to exercise the functions of the strata company under sections 36(1)(a), (b) and (c), (2) and Schedule 1 by-law 34; and
 - (iv) no election to membership of the council shall be conducted or required.
- (3) At any time before the AGM referred to in sub-bylaw (2) has been held, the original proprietor may give the strata company notice of the original proprietor's intention to surrender the rights and powers granted under sub-bylaw (2) with effect from the expiration of an AGM to be convened by the original proprietor as the sole member of the council within six months of the date of that notice.
- (4) At the AGM referred to in sub-bylaw (2) or sub-bylaw (3), whichever sooner occurs, and at all subsequent AGMs, an election for a council of owners shall be conducted in accordance with these by-laws.

2. Membership of the Council

Subject to Schedule 1 by-law 1(2):

- (a) the council is to consist of not less than three (3) nor more than seven (7) proprietors as decided upon by the strata company at each AGM for a period terminating at the conclusion of the next following AGM but subject to Schedule 1 by-law 7; and
- (b) at least one member of the council must be the proprietor of a commercial lot, unless no proprietor of a commercial lot is nominated and accepts nomination for election to the council.

3. Counting the number of proprietors

In determining the number of proprietors for the purposes of Schedule 1 by-law 2:

- (a) co-proprietors of a lot shall be deemed to be one proprietor; and
- (b) a person who owns more than one lot shall also be deemed to be one proprietor.

4. Nominations for election to the Council

M:\StrataBy-Laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (1) Subject to Schedule 1 by-law 1(2), the nomination of members for election to the council shall be conducted as follows:
- (a) The AGM shall decide, in accordance with the requirements of Schedule 1 by-law 2(a), the number of members of whom the council is to consist;
 - (b) The chairman shall call upon those persons present who, under these by-laws, are entitled to vote on an ordinary resolution, to nominate proprietors for election to the council;
 - (c) A nomination under this by-law or a deemed nomination under Schedule 1 sub-bylaws 5(3) or 5(4) must be supported by the consent of the nominee to their nomination. That consent must be given to the chairman and may be provided orally by a nominee who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.
- (2) Following nominations:
- (a) If the number of nominees is equal to the number of members of the council that the AGM has resolved to elect, the chairman shall declare those nominees to have been elected as the members of the council;
 - (b) If the number of nominees is less than the number of members of the council that the AGM has resolved to elect, the chairman shall declare those nominees to have been elected as members of the council and, subject to any resolution of the AGM to the contrary, the additional members of the council required to achieve the number that the AGM has resolved to elect may be appointed by the elected members in the manner provided for in Schedule 1 sub-by-law 8(2).
 - (c) If the number of nominees exceeds the number of members to be elected, the chairman shall direct that a ballot be held.

5. Eligibility of a co-proprietor to be elected to the Council

- (1) If there are co-proprietors of a lot, one only of the co-proprietors is eligible to be, or to be elected to be, a member of the council.
- (2) The co-proprietor who is so eligible shall be nominated by their co-proprietors.
- (3) If the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot will be deemed to be their nominee.
- (4) If there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot will be deemed to be their nominee.
- (5) A co-proprietor who is deemed to be a nominee under sub-bylaws (3) or (4) shall be required to provide the consent referred to in Schedule 1 sub-by-law 4(1)(c) before being included in a declaration under Schedule 1 sub-by-law 4(2)(a) or in a ballot under Schedule 1 sub-by-law 4(2)(b) and Schedule 1 by-law 6.

6. Voting for the election of members of the Council

- (1) If a ballot must be held, the proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at a general meeting and who are present personally or by proxy at the general meeting at which the ballot is held.
- (2) For the purposes of the ballot, the chairman shall:
 - (a) announce the names of the nominees and whether a nominee is the proprietor of a commercial lot; and
 - (b) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot paper, in respect of each lot in respect of which that person is entitled to vote.
- (3) A person who is entitled to vote and who wishes to vote shall complete a valid ballot paper by:
 - (a) writing on it the names of nominees that that person wishes to elect, equal in number to the number of members of the council to be elected and so that no name is repeated;

- (b) indicating on it the number of each lot in respect of which that person's vote is cast;
 - (c) signing it; and
 - (d) returning it to the chairman.
- (4) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot papers in favour of each nominee.
- (5) Subject to schedule 1 by-law 2(b) and sub-by-law (6), nominees, being equal in number to the number of members of the council to be elected who receive the highest numbers of votes will be deemed to be elected to the council.
- (6) If the number of votes recorded in favour of a nominee is the lowest of the numbers of votes referred to in sub-by-law (5) and:
- (a) that number equals the number of votes recorded in favour of any other nominee; and
 - (b) if each of those nominees were to be declared elected the number of persons elected would exceed the number of persons required to be elected,

then, as between those nominees, those proprietors present and entitled to vote shall decide by a vote by a show of hands which of those nominees are to be elected to the council and the nominee who receives the greater number of votes will be deemed to be elected to the council.

7. Ceasing to be a member of the Council

- (1) Except where the council consists of all the proprietors, the strata company may, at any time after the original proprietor ceases to be the sole member of the council, by a special resolution, remove any member of the council before the expiration of the councillor's term of office and may resolve who the replacement is to be until the conclusion of the next AGM, in accordance with Schedule 1 sub-by-law 8(1).
- (2) A council member vacates the office of councillor if the councillor:
- (a) is removed from office under sub-by-law (1);
 - (b) dies;
 - (c) ceases to be a proprietor of a lot;
 - (d) resigns by written notice served on the strata company; or
 - (e) is not re-elected at an AGM at which members of the council are elected,
- whichever first occurs.

8. Filling a casual vacancy on the Council

- (1) If a casual vacancy arises on the council because of the removal from office of a member under Schedule 1 sub-by-law 7(1), and the strata company has so resolved, the casual vacancy is to be filled by a proprietor who is not already a member of the council and who is elected by the strata company at the general meeting at which the original council member is removed.
- (2) If a casual vacancy arises on the council and, pursuant to Schedule 1 sub-by-law 7(1), the strata company has not resolved to fill the casual vacancy and in any other case, the remaining members of the council may appoint a proprietor who is not already a member of the council to fill that vacancy.

9. Council powers while there is a vacancy

- (1) Subject to sub-by-law (2), where there is a casual vacancy on the council, the remaining members of the council may continue to act.
- (2) While the number of members of the council is reduced below the number fixed by these by laws as the quorum for a council meeting, the continuing members may act only:
- (a) to convene a general meeting; or

- (b) for the purposes of Schedule 1 sub-by-law 8(2), to increase the number of members of the council to the number fixed by the strata company,
as the case may be.

10. Quorum for a meeting of the Council

If the council consists of:

- (a) 1 member, that member;
- (b) 2 members, both of them;
- (c) 3 or 4 members, 2 of them;
- (d) 5 or 6 members, 3 of them; or
- (e) 7 members, 4 of them,

as the case may be, will, subject to Schedule 1 sub-by-law 9(2), constitute a quorum for a council meeting.

11. Validity of Council's acts

If it is discovered that there was a defect in the appointment or continuance in office of a member of the council, all acts done in good faith by the council while that member acted as a member shall be as valid as if that member had been duly appointed or had duly continued in office.

12. Chairman, secretary and treasurer of the Council

- (1) Subject to Schedule 1 by-law 1(2) and to sub-by-law (4), the members of the council shall, at the first meeting of the council after they assume office as members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person:
 - (a) cannot be appointed as the chairman, secretary or treasurer unless that person is a member of the council;
 - (b) may be appointed to more than one of those offices; and
 - (c) may at any time be replaced by the council in any of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) will hold office until:
 - (a) that person is replaced in that office pursuant to sub-by-law (2);
 - (b) that person ceases to be a member of the council;
 - (c) that person resigns from that office by written notice to the council; or
 - (d) another person is appointed by the council to hold that office pursuant to sub-by-law (2),
 whichever first occurs.
- (4) While the original proprietor continues to be the sole member of the council, the original proprietor will be the chairman, secretary and treasurer of the strata company.

13. Meetings and resolutions of the Council

- (1) The council may meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- (2) The council shall meet when any member of the council gives to the other members not less than 7 days' notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- (3) A member of the council may, by notice in writing, with the written consent of the proposed appointee and served on the council, appoint a proprietor or an individual authorised under section 45 by a corporation that is a proprietor, to act in the member's place as a member of the council at any council meeting. Any proprietor or individual so appointed will, when

so acting, be deemed to be a member of the council and is eligible to be appointed to chair a meeting pursuant to Schedule 1 sub-by-law 15(2).

- (4) A proprietor or individual appointed under sub-by-law (3) need not be a member of the council.
- (5) If a person appointed under sub-by-law (3) is a member of the council they may, at any council meeting or when otherwise voting on a motion of the council, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act, subject to section 50A.
- (6) At council meetings, all matters are to be determined on a show of hands by a simple majority vote.
- (7) Unless there is only one councillor at the time, a motion at a council meeting must be moved and seconded before it is voted on.
- (8) As an alternative to all members of the council meeting in person:
 - (a)
 - (i) the council may, with the agreement of all of its members, conduct a meeting by telephone, audio, audio-visual or other means, or any combination thereof, by which continuous and instantaneous communication is maintained between such number of its members as would constitute a quorum if the members of the council were meeting in person;
 - (ii) in relation to a meeting to be held pursuant to sub-paragraph (i), the secretary or, in the case of non-participation in the meeting by the secretary, one of the participating members of the council shall first undertake to the other participants to record the minutes of the meeting and to deliver a copy of those minutes to all members of the council within 14 days after the meeting;
 - (iii) unless any participant within 7 days after receipt of a copy of those minutes, delivers an objection in writing to the secretary (whether or not the secretary was a participant in the meeting) objecting to the accuracy of those minutes, the minutes will be deemed to be a true and correct record thereof and any resolution adopted at that meeting will be deemed to be a binding resolution of the council but if an objection to the accuracy of those minutes has been delivered to the secretary within the specified time, any resolution to which that objection relates will lapse and must be re-submitted to the next meeting of the council;
 - (b) If each member of the council is served with a copy, in identical terms, of a proposed resolution of the council and if, within 7 days of that service, a majority of the members of the council have signed and delivered to the secretary a notice that they vote in favour of the resolution, the resolution will be deemed to be a binding resolution of the council made at a duly convened meeting of the council.
- (9) The council may invite any lot proprietor, adviser, agent, contractor or employee to be present at any meeting or any part of a meeting of the council.
- (10) The council shall keep a complete and up to date set of minutes of all council meetings and of all resolutions of the council.
- (11) This by-law shall be read subject to Schedule 1 by-law 1(2) and to the Act and the other by-laws.

14. Council's powers to appoint advisers, agents and employees

The council may:

- (a) On behalf of the strata company employ solicitors, agents, managers, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the council and the strata company; and
- (b) Delegate to one or more of its members or to the strata manager all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke or limit that delegation or vary or amend those terms and conditions.

15. Presiding at the Council meetings

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (1) The chairman shall preside at all council meetings at which the chairman is present.
- (2) If the chairman is absent from any council meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting.

16. Chairman, Secretary and Treasurer

- (1) Subject to Schedule 1 by-law 25, the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) Whenever the chairman of the council is the original proprietor, the original proprietor or the original proprietor's representative under section 45 shall, in the event of an equality of votes, be entitled to exercise a second or casting vote but in any other case the chairman does not, in the event of an equality of votes, have a second or casting vote.

17. Powers and duties of the Secretary

The powers and duties of the secretary include:

- (a) preparing and distributing minutes of council meetings and general meetings;
- (b) submitting a motion to confirm the minutes of any council meeting or general meeting, respectively, at the next such meeting;
- (c) giving on behalf of the council and of the strata company the notices required to be given by the council or the strata company under the Act or the by-laws;
- (d) recording the particulars specified in section 35(1);
- (e) providing information on behalf of the strata company in accordance with section 43(1)(a) and (b);
- (f) answering communications addressed to the council or the strata company;
- (g) calling of nominations of candidates for election as members of the council;
- (h) subject to sections 49 and 103 and to Schedule 1 by-law 20, convening meetings of the council and the strata company;
- (i) preserving the strata company records for any period or periods respectively prescribed for such records under the Act or seven years, whichever is the longer; and
- (j) in each notice of a general meeting notifying the proprietors the location of the strata company's records.

18. Powers and duties of the Treasurer

The powers and duties of the treasurer include:

- (a) notifying proprietors of any contributions levied pursuant to the Act and in accordance with resolutions passed at a general meeting of the strata company;
- (b) receiving, acknowledging, banking and accounting for any money paid to the strata company;
- (c) preparing any certificate referred to in sections 43(1)(c) and (d);
- (d) keeping the books of account referred to in section 35(1)(f); and
- (e) preparing the statements of accounts referred to in section 35(1)(g).

19. General meetings of the strata company

- (1) General meetings of the strata company shall be held once in each year, but not more than 15 months may elapse between the date of one AGM and that of the next.
- (2) All general meetings other than the AGM are to be called extraordinary general meetings.

20. How general meetings are convened

- (1) The council shall convene AGMs in accordance with these by-laws and may convene an extraordinary general meeting whenever it thinks fit.
- (2) While the original proprietor is the sole proprietor of the Lots, but subject to section 3C in the case of a proposed resolution without dissent or special resolution, an AGM or any extraordinary general meeting may be held at any time without notice to any other proprietor and any resolution executed by the original proprietor or, if the original proprietor is a corporation, by the original proprietor's representative under section 45 or any director of that corporation, will be deemed to be a resolution of the strata company.
- (3) After the original proprietor ceases to be the sole member of the council, the council shall convene an extraordinary general meeting upon receiving a written requisition made by proprietors entitled to one-third or more of the aggregate unit entitlement of all the lots.
- (4) If the council does not, within 28 days after receiving a requisition under sub-bylaw (3), give 14 days' notice of a general meeting to be held not later than 42 days after the date of receiving that requisition, the requisitionists, or any of them representing more than one-third of the aggregate unit entitlement of all of the lots, may themselves, in the same manner as nearly as possible as that in which meetings are convened by the council, convene an extraordinary general meeting.
- (5) Any meeting convened under sub-bylaw (4) by requisition must be held within 3 months from the date on which the requisition was made and is subject to Schedule 1 sub-bylaw 26(1)(b).

21. Additional agenda items for general meetings

If, after the original proprietor ceases to be the sole member of the council, not less than 28 days before a general meeting and before notice of the general meeting is sent out, a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting, the secretary shall include that item in the agenda of that meeting.

22. Notices of general meetings

- (1) Subject to sub-bylaw (4), the secretary shall give a notice of and an agenda for every general meeting to:
 - (a) all proprietors; and
 - (b) any registered mortgagee who is entitled to give and who has given the strata company written notice of their mortgage pursuant to section 50(6), until the mortgagee has in writing waived that obligation or the mortgage is discharged in respect of the lot over which it is secured, whichever sooner occurs.
- (2) The secretary shall give the notice of an agenda referred to in sub-bylaw (1):
 - (a) not less than 14 clear days before the date of the meeting, not counting:
 - (i) the day upon which the notice is served or deemed to be served; or
 - (ii) the day of the meeting the subject of the notice;
 - (b) that specifies the place, date and hour of the meeting;
 - (c) in the case of any proposal to vote on a unanimous resolution, a resolution without dissent or a special resolution, that includes a copy of the proposed resolution; and
 - (d) that provides a statement of the general nature of any other items of business to be discussed at the meeting.
- (3) Accidental omission to give a notice of general meeting to any person entitled to receive it will not invalidate any proceedings at the meeting.
- (4) While the original proprietor is the proprietor of all of the lots, no notice of meeting need be given in respect of any general meeting unless required pursuant to section 3C.

23. Quorum for a general meeting and entitlement to vote

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (1) Except as otherwise provided in these by-laws and subject to sub-bylaw (2), no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and no vote shall be conducted unless there continues to be a quorum at the time the vote is taken.
- (2) The quorum to enable a general meeting to proceed to business is one third of the persons entitled to vote on an ordinary resolution present in person or by duly appointed proxy.
- (3) A proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money due to be paid to the strata company in respect of their lot has been paid to the strata company by cash, bank cheque or cleared cheque before the meeting commences and a declaration by the treasurer that all such money has been paid or not paid shall be conclusive.
- (4) A proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or a unanimous resolution even if money due to the strata company in respect of their lot remains unpaid before the meeting commences.

24. Quorum for special resolutions or resolutions without dissent

The quorum required at the time a vote is taken on a motion sought to be passed as a special resolution or resolution without dissent is the sufficient quorum specified in section 3C.

25. Chairman of a general meeting

- (1) Subject to sub-bylaw (2), at a general meeting or at the resumption of an adjourned general meeting, the chairman of the council is to be the chairman of the meeting.
- (2) The chairman of the council either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if he is or may be present at the meeting.
- (3) If the chairman makes an election under sub-bylaw (2) or is unavailable to act as chairman at that meeting or at a part of that meeting, those present at the meeting shall authorise another person to chair the meeting or that part of the meeting, as the case may be.
- (4) A person appointed under sub-bylaw (3) need not be a proprietor.
- (5) A person appointed under sub-bylaw (3) may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- (6) The person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who chaired the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- (1)
 - (a) Subject to Schedule 1 sub-bylaw (1)(b), if the quorum of members referred to in Schedule 1 sub-bylaw 24(1) is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand adjourned to the same day in the next week at the same place and time. If, on that date, at that place and at that time, such a quorum is not present within 30 minutes after the time the adjourned meeting was to commence, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business, but, if the original proprietor is still the proprietor of a lot, only if the original proprietor or the original proprietor's duly appointed proxy is present (and if not, the meeting will be dissolved);
 - (b) If a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of proprietors, the meeting will be dissolved;
 - (c) The strata company shall not be required to give to any proprietor any notice of an adjournment under this sub-bylaw.
- (2) The chairman may, with the consent of a general meeting while a quorum is present, adjourn the meeting from time to time and from place to place, but if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (3) No business may be transacted at the resumption of a general meeting which has been adjourned, other than the business left unfinished at the meeting from which the adjournment took place.

27. Voting at a general meeting

- (1) Before a motion at a general meeting can be voted on, it must be moved by a proprietor or proxy of a proprietor entitled to vote on the motion.
- (2) Subject to sub-bylaw (3), a motion may be passed at a general meeting by a simple majority vote.
- (3) If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the voting requirements of section 3C must be complied with in respect of that motion, but, in any other case, sub-bylaws (4) to (11) will apply.
- (4) All motions at a general meeting, other than those referred to in sub-bylaw (3), are to be decided on a show of hands, unless immediately following that vote any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw (7).
- (5) On a show of hands, each person entitled to vote has one vote for each lot owned by that person.
- (6) On a poll:
- (a) each person entitled to vote has one vote for each unit entitlement allocated to the lot in respect of which that person is voting; and
- (b) each co-proprietor of a lot is entitled to such part of the vote applicable to the lot as is proportionate to their interest in the lot.
- (7) Subject to the requirements of voting under section 3C in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw (4).
- (8) If a poll is duly demanded, it must be taken immediately in a manner the chairman thinks fit and the chairman shall declare the result of the poll.
- (9) A demand for a poll may be withdrawn by the person who demanded it before the result of the poll is declared and if it is withdrawn then any steps taken in relation to the poll shall be cancelled and of no effect.
- (10) In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- (11) The chairman has a deliberative vote if entitled to vote, but does not have a casting vote.

28. Voting by proxy

- (1) A person who is entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy to vote on their behalf at that meeting.
- (2) The appointment of a proxy must be in writing executed by the appointor or the appointor's attorney and may be either for a particular general meeting or general meetings or for all general meetings and may contain directions on how to vote in relation to specific items or may be for general voting purposes.
- (3) A proxy holder need not be a proprietor.
- (4) On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the lot of such of the joint proprietors who do not vote personally or by an individual proxy holder.
- (5) The co-proprietors of a lot may only vote on a show of hands by a proxy holder jointly appointed by them but the appointee may be one of those co-proprietors.
- (6) If the co-proprietors of a lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands except when the unanimous resolution of proprietors is required by the Act.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

29. Common Seal

- (1) If there is only one member of the council, the common seal of the strata company may be used with that member's authority at a council meeting and that member shall sign every instrument to which the seal is affixed but in any other case the common seal may only be used in the presence of at least two members of the council, who shall sign every instrument to which the seal is affixed.
- (2) The council shall make provision for the safe custody of the common seal.

30. Strata Manager

- (1) The council may appoint a strata manager upon any terms and conditions that the council considers reasonable including delegating to the strata manager any of the strata company's powers, authorities, duties and functions as are capable of being delegated, including powers to:
 - (a) arrange as required by the strata company normal day to day maintenance, repair and replacement of any property vested in the strata company, but excluding any special attendance at the parcel for this purpose;
 - (b) view the improvements within the parcel when required;
 - (c) arrange and attend the AGM or other general meetings, take minutes of the proceedings and distribute them;
 - (d) act (upon request by, or in the absence of, the chairman) as chairman of any meeting of the strata company or its council if so agreed by all the members of the council present at the meeting;
 - (e) take instructions from council to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims on behalf of the strata company;
 - (f) arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;
 - (g) disburse monies in accordance with Act and the by-laws;
 - (h) maintain the records of the strata company required by law;
 - (i) prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
 - (j) provide, so far as is reasonable, general advice and assistance to the strata company and the members of its council;
 - (k) subject to any direction by the council to the contrary, have possession of and care for the strata company records;
 - (l) implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
 - (m) have custody of the common seal;
 - (n) employ the services of contractors to maintain the common property, includes gardens and grounds;
 - (o) make proper security arrangements for the scheme as a whole;
 - (p) perform the functions of secretary and treasurer;
 - (q) prepare any certificate applied for under Section 43 and recover for the strata company such fees as are prescribed pursuant to the Act; and
 - (r) generally implement the decisions of the strata company and its council.

31. Caretaker

M:\Strata\By-Laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (1) The council may engage the services of a caretaker upon any terms and conditions that the council considers reasonable.
- (2) The caretaker may be engaged to perform all or any of the following duties as may be determined by the council from time to time:
 - (a) keep the common property clean and tidy;
 - (b) maintain the common property in good order and condition by:
 - (i) doing repairs and maintenance except where work should be carried out by a skilled tradesperson;
 - (ii) arranging and supervising repairs and maintenance by skilled tradespeople;
 - (iii) keeping the drains and gutters free of obstruction;
 - (iv) maintaining the quality of water in any swimming pool or spa comprised in the common property; and
 - (c) monitoring use of the residential facilities.

32. Limiting access to parts of common property

The strata company may take measures to ensure the security and to preserve the safety of the common property and the lots from damage, fire or other hazards and, without limitation, may, subject to Schedule 1 by-law 47:

- (a) in respect of any part of the common property not required for access to a lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, the proprietors or occupiers of any lot;
- (b) permit, to the exclusion of the proprietors or occupiers of any lot, any designated part of the common property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and
- (c) except in relation to any common property facilities, restrict the access of the proprietors and occupiers on one level of any building comprised in the parcel to any other level of that building or to any other building within the parcel.

33. Reserve fund contributions

- (1) The strata company shall at all times maintain pursuant to Section 36(2) a Reserve Fund for the purpose of accumulating funds to meet future contingent expenses other than those of a routine nature and other major expenses of the strata company likely to arise in the future.
- (2) Subject to Schedule 1 by-law 1(2)(b)(iii), at each AGM, the strata company shall determine the amounts to be raised or the balance to be maintained in the Fund referred to in sub-by-law (1) and shall (subject to Schedule 1 by-law 34) raise the amounts so determined by levying contributions on proprietors in proportion to the unit entitlements of their respective lots PROVIDED THAT the contribution may be varied at any general meeting if the strata company so resolves.

34. Levies

- (1) For the purposes of and pursuant to section 42B, the strata company must from time to time identify and specify those expenses of the strata company that it considers apply predominately or exclusively to:
 - (a) the residential lots and to the common property adjacent to those lots or used principally in connection with those lots; and
 - (b) the commercial lots and to the common property adjacent to those lots or used principally in connection with those lots;

and those expenses which do not come within either paragraph (a) or (b) of this sub-by-law and shall on that basis allocate, as the case may require, those respective expenses to those respective lots for the purpose of raising contributions from the proprietors of the relevant lots to meet those respective expenses before assessing contributions on all of the

lot proprietors for the balance of the strata company's expenses under section 36(1) or section 36(2) and the council may exercise this function.

- (2) Where an allocation is made in respect of a lot or lots under sub-by-law (1), the amount payable in any such case shall be apportioned between the proprietors of the respective lots in proportion to the unit entitlements of those lots.

35. Provision of services

- (6) In this by-law:
- (a) **Services** includes any of the services referred to in section 11(1)(a)(ii) and section 11(1)(b)(ii) and Service includes any such service;
 - (b) **sub-meter** includes any device by which the use or consumption of the Service is measured.
- (2) The strata company may enter into arrangements with a provider of Services by which the strata company accepts the supply of the Service in bulk to the scheme and then supplies the Service to individual lots.
- (3) In providing the Service to individual lots the strata company may:
- (a) cause a sub-meter to be installed in respect of each lot and read from time to time;
 - (b) pursuant to section 42B levy contributions on proprietors in respect of the Service in accordance with the relative consumption of the Service by each proprietor's lot as determined by the sub-meters plus any meter-reading or other reasonable charge, rather than in accordance with unit entitlement, and the council is empowered to exercise this function; and
 - (c) suspend the Service in respect of any lot if, after reasonable notice to the proprietor, any contribution levied under sub-by-law (2)(b) remains unpaid.
- (4) Each proprietor and occupier acknowledges that where the strata company enters into an arrangement of the kind mentioned in sub-by-law (1) and for so long as any such arrangement is in force, the proprietor or occupier will not make any separate arrangement in respect of the Service to which that arrangement relates.

36. Essence and theme of development

- (6) The essence and theme of the development is a contemporary high-quality mixed-use residential and commercial development with a distinctive façade creating and within a vibrant urban environment including a tavern/bar, restaurants, cafés and retail outlets attracting patrons and customers during the day and night.
- (7) No proprietor shall use or permit his lot to be used for any purpose that:
- (a) contravenes any local law of the local government or any other authority that may have jurisdiction over the use to which a lot may be put; or
 - (b) is inconsistent with the essence and theme.
- (8) Each proprietor must ensure that any alteration to his lot is consistent with the essence and theme, and in carrying out its obligations under section 35(1)(b) and section 35(1)(c) in relation to the common property the strata company must do so to a standard consistent with the essence and theme.
- (9) Each proprietor must do all things necessary to preserve and enhance the quality and standard of the scheme including, without limiting generality, ensuring proper consideration is given to any enhancements of common property to meet the reasonable expectations of proprietors consistent with the essence and theme.
- (10) Each proprietor and occupier of a residential lot acknowledges the essence and theme of the development and that use of the commercial lots consistent with that essence and theme will impact upon the use and enjoyment of the residential lots.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

37. Special Privileges in respect of common property for 'Permitted Items'

- (1) In this by-law *permitted item* means, in respect of each proprietor, those items permitted in writing by the council to be, or which are as at the date of registration of the Strata Plan, placed in, on, fixed or attached to any part of the common property and which relates solely to or provides a utility or service to that proprietor's lot or is solely for the benefit of that proprietor. These items may include wall and floor tiles (including any necessary waterproof membrane), doors (including security doors), decorative fittings, fly screens, shutters, window tinting, shade sails, hot water systems and air-conditioning systems and, in the case of a commercial lot, signs, placards and other displays, illuminated or otherwise.
- (2) A proprietor who seeks the permission of the council referred to in sub-by-law (1) shall provide evidence of the grant of any approval required from the local government and such other documents in support of the application for permission as the council shall reasonably specify.
- (3) The permission of the council referred to in sub-by-law (1):
 - (a) must be in writing;
 - (b) may be subject to such conditions as the council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
 - (c) may be withdrawn, as the council may from time to time reasonably determine.
- (4) The council:
 - (a) shall not permit the installation of any item visible from outside the lot that is not in keeping with the rest of the improvements on the parcel; and
 - (b) is not obliged to permit the installation of any item or improvement.
- (5) If the council grants permission to a proprietor to install an air-conditioning system in respect of his lot the conditions upon which that permission will be granted will include:
 - (a) the air-conditioner must be a ducted air-conditioner and otherwise of a type that is in keeping with the rest of the improvements on the parcel;
 - (b) the mechanical component of the air-conditioner must be installed in such area adjacent to or near the proprietor's lot as the council specifies;
 - (c) the mechanical component of the air-conditioner must at all times be mounted on such rubber or other mountings approved in writing by the council and at all times be limited to noise emission in keeping with the *Environmental Protection (Noise) Regulations 1997*;
 - (d) before being used, be certified by a licensed electrical contractor as not likely to cause undue interruption to or depletion of the electrical power capacity required for the normal servicing of electrical power to all lots within the scheme;
 - (e) the proprietor must satisfy the council that the type capacity, noise levels and intended location of the air-conditioner will not create any undue noise or disturbance to any proprietor or occupier of any other lot or any other property.
- (6) A proprietor shall, in respect of any permitted item:
 - (a) install the permitted item at the proprietor's own cost;
 - (b) not alter, modify, erect, demolish, remove or add to the permitted item without the written approval of the council;
 - (c) keep any part of the permitted item that is visible from any part of the parcel free from dirt, corrosion and unsightly marks or objects;
 - (d) ensure that the use of the permitted item does not affect the quiet and peaceful enjoyment by any proprietor or occupier of any part of the parcel;
 - (e) allow the strata company by its councillors, agents, employees and contractors to enter upon his lot to inspect and carry out works on common property, after giving reasonable notice;

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (f) at the proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the permitted item and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
 - (g) at the proprietor's cost, remove the permitted item immediately after having received notice from the council of being required to do so;
 - (h) on the written request of the council, make good, at the proprietor's cost and to the reasonable satisfaction of the council, any damage caused by the installation, repair, maintenance, renewal, replacement or removal of the permitted item;
 - (i) indemnify and keep indemnified the strata company and the council from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the strata company may suffer or incur arising from or out of any wilful or negligent act or omission or breach of duty of care in respect of the permitted item or its use by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees, or out of any breach of this by-law by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees; and
 - (j) obtain and ensure that all occupiers of the lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in paragraph (i) and, upon demand by the council, produce evidence that such insurance has been obtained and is current.
- (7) If a proprietor fails to comply with sub-by-law (6)(f), (g) or (h), after giving that proprietor reasonable notice, the council may have access to the lot for the purpose of and to carry out all works required and recover from the proprietor the costs of any such works as if those costs were a contribution levied pursuant to section 36(1).
- (8) Subject to compliance with this by-law and to the terms and conditions that are applicable to his permitted items, each proprietor shall have in relation to his lot:
- (a) the special privilege of installing and keeping permitted items in, on, fixed or attached to that part of the common property in respect of which permission is granted pursuant to this by-law; and
 - (b) the exclusive use of the common property cubic space occupied by those permitted items.

38. Exclusive use of exhaust/extraction systems & grease traps servicing commercial lots

- (1) In this by-law:
- (a) **exhaust or extraction system and grease traps** includes all equipment and all pipes, wires, cables and ducts associated with or forming part of such system or trap; and
 - (b) **grantee** means the proprietor with the benefit of the right of exclusive use and enjoyment conferred by sub-by-law (2) and if sub-by-law (3) applies, each such proprietor.
- (2) Pursuant to section 42(8) there shall be conferred on the proprietor of any of the commercial lots the exclusive use and enjoyment of any exhaust or extraction system or grease trap servicing the relevant commercial lot.
- (3) If any such system or trap services more than one commercial lot, the rights granted by this by-law shall be to the proprietors of all such lots jointly.
- (4) Each grantee:
- (a) must ensure the exhaust or extraction system or grease trap (as the case may be) is only used for the purpose and in the manner for it was designed;
 - (b) must ensure the exhaust or extraction system or grease trap (as the case may be) is regularly cleaned and serviced and provide such evidence as the council reasonably requires upon demand;

M:\Strata\By-Laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (5) (for the avoidance of doubt) is responsible for the performance of the duty of the strata company under section 35(1)(c) in respect of the common property to which this by-law relates. Each grant of exclusive use conferred by this by-law shall continue and enure as appurtenant to, and for the benefit of the relevant commercial lot until this by-law is repealed or the scheme is terminated, whichever first occurs.

39. Special privileges in respect of seating in common walkway

- (1) In this by-law:
- (a) **grantee** means the proprietor of the commercial lot with the benefit of a special privilege conferred by sub-by-law (2);
 - (b) **lot 109 special privilege area** means the area marked "SP.109" on the plan;
 - (c) **lot 110 special privilege area** means the area marked "SP.110" on the plan; and
 - (d) **plan** means the plan annexed as Annexure A.
- (2) Pursuant to section 42(8) there shall be conferred:
- (a) on the proprietor of lot 109 the special privilege of installing and maintaining in the lot 109 special privilege area seating for use by the invitees of the proprietor or occupier of the lot and heat lamps providing warmth to such invitees;
 - (b) on the proprietor of lot 110 the special privilege of installing and maintaining in the lot 110 special privilege area seating for use by the invitees of the proprietor or occupier of the lot and heat lamps providing warmth to such invitees.
- (3) Each grantee:
- (a) must only install such seating and heat lamps as the council approves in writing, such approval not to be unreasonably withheld;
 - (b) must keep the seating and heat lamps clean and in good condition;
 - (c) must ensure each heat lamp is operated in a proper and safe manner and draws power from a socket or other source within the lot;
 - (d) must indemnify and keep indemnified the strata company from and against any loss or damage howsoever arising related to or in any way connected with the installation of the seating or the installation or operation of the heat lamps.
- (4) Each special privilege conferred by this by-law shall continue and enure as appurtenant to, and for the benefit of the relevant commercial lot until this by-law is repealed or the scheme is terminated, whichever first occurs.

40. Bicycle storage

- (1) Each proprietor shall have in relation to their lot the right to store non-motorised bicycles on a temporary (daily) basis in that part of the common property as is from time to time designated for use by the strata company as a bicycle storage area (**Bike storage area**), subject to the terms and conditions set out in sub-by-law (2).
- (2) The use of the Bike storage area shall be subject to following terms and conditions:
- (a) the use of the Bike storage area shall be in conjunction with the use of the lot, to the intent that the Bike storage unit shall be available for use by the occupiers of the lots and their employees from time to time, for the purposes of storing bicycles during ordinary business opening hours and the use of the Bike storage area shall be at the relevant occupier's or employee's own risk and each proprietor and occupier expressly acknowledges and agrees that the strata company shall be under no liability for any loss of, or damage to, any bicycle or other property stored in the Bike storage area;
 - (c) the use of the Bike storage area shall be on a "first come, first served" basis;
 - (d) the proprietors and occupiers shall keep safe and secure any keys or security codes provided to them for use in connection with the Bike storage area and immediately advise the strata company of the loss of any such keys;

- (e) the strata company, by its councillors, agents, employees and contractors, shall be entitled to access the Bike storage area at any time to inspect and, after giving reasonable notice to the occupiers of the residential lots, to carry out works in or around the Bike storage area;
- (f) on the written request of the council, a proprietor shall make good, at the proprietor's cost and to the reasonable satisfaction of the council, any damage caused to the Bike storage area by that proprietor or the occupier of his lot, or any invitee or employee of the proprietor or the occupier of his lot;
- (g) each indemnify and keep indemnified the strata company and the council from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the strata company may suffer or incur arising from or out of any wilful or negligent act or omission or breach of duty of care in respect of the Bike storage area or its use by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees, or out of any breach of this by-law by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees.

41. Observe agreements

All proprietors and occupiers:

- (a) acknowledge that the strata company may from time to time enter into agreements with third parties relating to the provision of building maintenance services or the provision of like services to the common property and including agreements contemplated by Schedule 1 by-laws 30 and 31 (**Service Agreements**);
- (b) acknowledge that the strata company may from time to time enter into agreements with third parties relating to the grant of easements over the common property by the strata company (including any access in respect in favour of Lot 10 on Deposited Plan 413396) (**Easements**);
- (c) shall not obstruct any party that is a party to any Service Agreement or Easement from exercising their rights under that agreement;
- (d) shall not do or fail to do anything that would have the effect of preventing the strata company from performing its obligations under any Service Agreement or Easement or that would otherwise result in the strata company being in breach of any such agreements;
- (e) for the avoidance of doubt, acknowledge that Schedule 1 by-law 42 will apply in the event of any breach of this by-law.

42. Indemnity

- (1) A proprietor or occupier of a lot shall indemnify and keep indemnified the strata company and the council from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the strata company may suffer or incur arising from or out of:
 - (a) any breach of any of these by-laws or any wilful act or omission on the part of that proprietor or occupier or their invitee, as the case may be; and
 - (b) any works carried out by or on behalf of that proprietor or occupier in or in relation to that lot.
- (2) Without limiting sub-by-law (1):
 - (a) If damage of any nature is caused to any part of the common property by the actions of any proprietor, occupier or their invitee, that proprietor or occupier as the case may be, shall reimburse to the strata company upon demand the full cost of making good that damage.
 - (b) If the strata company expends money to make good the damage to the common property the strata company shall be entitled to recover the amount so expended as a debt in any court of competent jurisdiction.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

43. Default

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

44. Levies on differential basis for default and related expenses

- (1) Subject to sections 81(11) and section 111 of the Act, where the strata company has incurred default or related expenses the strata company shall levy contributions in respect of such default or related expenses on the defaulting proprietor and the council is empowered to exercise this function.
- (2) In this by-law:
 - (a) **costs** means all costs of and incidental to the relevant work or matter, including:
 - (i) an allowance based on the agreed amount or charge-out rate of any strata manager engaged by the strata company for time spent by the strata manager and not incorporated in the base fee charged by the strata manager in managing the scheme;
 - (ii) the costs and expenses of any debt collection agent engaged by the strata company;
 - (iii) the costs and expenses of any tradesmen, security guards or other personnel engaged by the strata company;
 - (iv) the costs and expenses of any contractors, consultants or experts engaged by the strata company; and
 - (v) the costs and expenses of any solicitor engaged by the strata company on a solicitor and own client full indemnity basis, including barrister's fees where applicable;
 - (b) **debt recovery action** means any action in a court of competent jurisdiction by the strata company under section 36(1)(d), section 36(4), section 38(5), section 42(13), section 53E(3) or section 55A(2) of the Act or any by-law;
 - (c) **default or related expenses** includes:
 - (i) litigation expenses; and
 - (ii) work expenses;
 - (d) **defaulting proprietor** means:
 - (i) the proprietor to whom notice alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws has been given;
 - (ii) the proprietor who owes the debt the subject of the debt recovery action;
 - (iii) the proprietor against whom any application mentioned in sub-by-law 45(2)(e)(iii) has been made;
 - (iv) the proprietor of the lot the occupier of which:
 - (A) has been given notice alleging breach of the Act or of the by-laws of the strata company or against whom demand has been made pursuant to the Act or such by-laws;
 - (B) owes the debt the subject of the debt recovery action, or
 - (C) against whom an application mentioned in sub-by-law 45(2)(e)(iii) has been made;
 - (e) **litigation** includes:
 - (i) any notice given alleging breach of the Act or of the by-laws of the strata company or demand made pursuant to the Act or such by-laws;

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (ii) any debt recovery action;
- (iii) any application by the strata company to the State Administrative Tribunal to enforce any provision of the Act or the by-laws of the strata company under section 81 or section 83 of the Act, or by the strata company under section 91, section 92, section 103I or section 103K of the Act, and any appeal from any such application;
- (f) **litigation expenses** means the costs of the litigation; and
- (g) **work expenses** means the costs of carrying out work under section 38(1), section 38(2) or section 38(3) of the Act or any by-law.

45. Penalty for breach of by-laws

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

46. Facilities

(1) In this by-law:

- (a) **facilities** means all the facilities in or about the common property intended for the use and enjoyment of the proprietors and occupiers of the residential lots, including but not limited to the swimming pool, gym and barbeque area at first floor level, the roof deck and barbeque area at level 3 and the roof deck and barbeque area at level 5;
- (b) **pool area** means the area within the safety fence surrounding the swimming pool;
- (c) **townhouse owner** means the owner or occupier of lot 10 on deposited plan 413396.

(2) Subject to sub-bylaws (3) and (4) the facilities are for the sole use of and enjoyment by the proprietors and occupiers of the residential lots and their invitees.

(3) The strata company may permit the townhouse owner to access and use the facilities for such fee and on such terms and conditions as the strata company determines including, without limiting generality, arrangements to ensure the security of the parcel and compliance by the townhouse owner with this by-law as if he was a proprietor or occupier.

(4) No proprietor or occupier shall invite more than 6 persons (including themselves) to use the facilities at any one time without the prior written approval of the council. A proprietor or occupier may book use of the facilities (or any part of them) for a private function but only with the prior written approval of the council and on such terms and conditions as the council determines.

(5) Subject to sub-bylaw (7):

- (a) the gym shall only be open for use between the hours of 5.00am and 9.00pm;
- (b) the swimming pool shall only be open for use during daylight hours within the period mentioned in sub-bylaw (6)(b).

(6) Subject to sub-bylaw (7) the facilities other than the gym and the swimming pool shall be open for use between the hours of:

- (a) 7.00am and 9.00pm Sunday to Thursday inclusive; and
- (b) 7.00am and 10.00pm on Friday and Saturday.

(7) The council may:

- (a) close the facilities or any part of them at such times and for such periods as the council determines to enable them to be cleaned, for safety or security reasons, because of the weather, to meet the strata company's obligations under section 35(1)(c) or for any other reasonable cause; and
- (b) may reduce or extend the hours the facilities, or any part of them, are open for any specific period or from time to time as the council reasonably determines.

(8) Each proprietor and occupier must:

- (a) not enter the pool area if suffering from an open wound or any infectious or contagious disease or skin complaint;
- (b) not enter the pool area unless appropriately clothed;
- (c) not bring glass items within the pool area;
- (d) not enter the pool area if under the influence of drugs or alcohol;
- (e) not consume food, drink, drugs or alcohol within the pool area;
- (f) not use soap, detergent or any other substance within the pool area that may foul or pollute the swimming pool;
- (g) not spit, urinate or defecate within the pool area;
- (h) not permit any animal to enter the pool area;
- (i) not permit any child under 16 years of age to enter or remain in the pool area unless accompanied by an adult;
- (j) comply with any restrictions or directions necessary to satisfy any local law of the local government with respect to the pool area; and
- (k) must ensure all of his invitees comply with the provisions of this sub-by-law.

(9) Each proprietor and occupier must only use the gym equipment in the manner for which it is designed and must ensure their invitees do likewise.

(10) Each proprietor or occupier must:

- (a) exercise due care and attention; and
- (b) not behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner,

when using any of the facilities and must ensure their invitees do likewise.

(11) Each proprietor and occupier using any of the facilities must not leave the facilities dirty or deposit rubbish, and without limiting generality must clean any barbeque they or their invitees use after it has been used.

47. Rights of original proprietor

- (1) The original proprietor shall not be subject to the restrictions or obligations expressed in or implied by Schedule 1 by-law 32 and Schedule 2 by-laws 5, 7, 8 or 17 for the period mentioned in schedule 1 by-law 1(2) but subject to sub-by-law (3) of that by-law (***the period***).
- (2) For the period the original proprietor shall be entitled to install and maintain and shall have the exclusive right of access to any part of the parcel for the purposes of installing and maintaining signs offering any lot or lots for sale or lease and may establish and use any lot or lots as display lots for such purposes.
- (3) For the period the original proprietor shall have the special privilege in respect of that part of the common property being:
 - (a) the external surface of the walls of any building comprised in the parcel, save any external surface as comprises a door or window;
 - (b) the external surface of the roof of any building comprised in the parcel, save any external surface as comprises a door or hatch, or skylight window;

(special privilege area) for the purposes of using the special privilege area for the purposes of erecting, installing, affixing or painting, and thereafter maintaining and from time to time removing, replacing or altering, signs, posters, billboards, notices or other means of display of material for the purposes of advertising and, to that intent, to grant leases or licences to any other proprietor or any occupier or third parties on such terms as the original proprietor deems fit to use such part of the special privilege area as the original proprietor deems fit for the aforesaid purposes.
- (4) In exercising the special privilege granted by sub-by-law (3) the original proprietor shall comply with all local laws of the local government and all other applicable laws.

- (5) In respect of the common property that is the subject of the special privilege granted by sub-by-law (3), the original proprietor is excused from responsibility for the performance of the duty of the strata company under section 35(1)(c), provided always that the original proprietor shall be bound by Schedule 1 by-law 42.
- (6) The exercise by the original proprietor of the special privilege granted by sub-by-law (3) shall be subject to any special privilege and exclusive use right granted by or in accordance with Schedule 1 by-law 37.
- (7) The special privilege conferred pursuant to sub-by-law (3) shall continue and enure as appurtenant to, and for the benefit of such lot or lots as the original proprietor remains the proprietor until expiration of the period.

48. Maintenance of public art

Without limiting the rights and obligations of the strata company the strata company shall maintain any public art required by the local government as a condition of development approval and shall be entitled to raise levies and expend funds for this purpose.

49. Planter boxes

- (1) In this by-law **planter box** means any planter box forming part of the balcony of a residential lot or the courtyard of a commercial lot.
- (2) Each proprietor and occupier of a lot with a planter box must:
 - (a) water the plants within their planter box and keep the planter box clear of weeds and refuse;
 - (b) maintain the planter box in good condition; and
 - (c) not change what is planted in the planter box without the approval of the council, such approval not to be unreasonably withheld so long as what is proposed to be planted does not alter the external appearance of the building.
- (3) Pursuant to section 37(1)(g) each proprietor of a lot with a planter box engages the strata company to undertake pruning of the plants in the planter box (**the work**) every 6 months or such other intervals as the council determines and agrees with the strata company that:
 - (a) the strata company by its servants, agents and independent contractors may enter upon and remain within the lot to carry out the work at any reasonable time on reasonable notice;
 - (b) the strata company is empowered to expend strata funds on the work any may levy the costs of the work on proprietors in accordance with their relative unit entitlement.

50. Electronic surveillance of common property

- (1) In this by-law:
 - (a) **CCTV** means a closed circuit television surveillance system or any other mechanical, electronic or other surveillance device or system and includes all components of that device or system;
 - (b) **recording** means what is recorded on or by the CCTV in whatever format it is recorded or stored.
- (2) Each proprietor and occupier acknowledges the CCTV has been installed in the scheme and consents to being recorded on CCTV.
- (3) The CCTV shall be directed only at or towards common property and any recording of people or events within a lot must only be incidental to recording people and events on common property.
- (4) The strata company must only provide access to any recording:
 - (a) to a member of the council, to a strata manager, solicitor or other agent engaged by the council to consider if the recording discloses a possible breach of the Act or the by-laws or a criminal act;

- (b) to a member of the council, a strata manager or agent engaged by the council to service, repair, maintain, upgrade, renew or replace any part of the CCTV;
- (c) to a proprietor or occupier of a lot or any agent of such proprietor or occupier upon written request and with the written approval of the council;
- (d) to a person entitled to access by order of a court or tribunal; or
- (e) to a law enforcement agency at its written request,

but in each case only after the council is satisfied that, unless required by law or for the purpose of the strata company initiating proceedings in respect of a breach of the Act or the by-laws or criminal proceedings, the person to whom that access is given:

- (i) will not copy the recording or any part of it; and
 - (ii) will keep the accessed details confidential.
- (5) Despite section 43(1)(b), the strata company may refuse any request to inspect or otherwise access the recording otherwise in accordance with sub-bylaw (4) and may impose such conditions of approval in response to such a request as it considers necessary to ensure:
- (a) the privacy of proprietors, occupiers or their invitees; and
 - (b) that the strata company will not be in breach of any other lawful obligation.
- (6) The council must establish and maintain a register of when, by whom and for what purpose access was given to any recording.

51. Electronic surveillance within commercial lots

- (1) In this by-law:
- (a) **CCTV** means a closed circuit television surveillance system or any other mechanical, electronic or other surveillance device or system and includes all components of that device or system; and
 - (b) **recording** means what is recorded on or by the CCTV in whatever format it is recorded or stored.
- (2) With the written consent of the council such consent not to be unreasonably withheld a proprietor of a commercial lot may install CCTV within a commercial lot for purposes associated with the operation of any business conducted within the lot and no other purpose.
- (3) Any recording of people or events on common property or another lot must only be incidental to recording people and events within the commercial lot.
- (4) The proprietor of a commercial lot to whom consent has been provided under sub-bylaw (2) must, upon request by the council, provide access to any recording to a member of the council, to the strata manager, solicitor or other agent engaged by the council to consider whether if the recording discloses a possible breach of the Act or the by-laws or a criminal act.
- (5) The provisions of schedule 1 sub-bylaw 50(4), (5) and (6) shall apply to any recording accessed pursuant to sub-bylaw (4).

52. Electricity for the scheme

- (1) Definitions

In this by-law:

Electricity Grid means the South West Interconnected System as defined in the *Electricity Industry Act 2004 (WA)* or the equivalent systems managed by Horizon Power in areas outside of the South West Interconnected System.

Electricity Supply Agreement means an offer by the Retailer that is accepted by a respective proprietor or occupier of a lot, or the strata company for the common property, within the Scheme, as amended by the Retailer from time to time.

Electrical Infrastructure means all electrical infrastructure at the Site installed by or on the behalf of the original proprietors or the strata company, including but not limited to, cabling, switchboards, the Master Meter, fixtures and improvements for solar energy generation, Energy generation, battery storage, Energy charging (including but not limited to electric vehicle chargers), monitoring Energy and communications (in relation to Energy), but excludes the Embedded Network and Meters.

Embedded Network means the Meters and their communications equipment installed at the scheme.

Energy means any form of energy, including but not limited to electricity and gas.

Master Meter means the single meter and connection point that connects the scheme to the Electricity Grid.

Meters means meters and related equipment installed within the Embedded Network and recording the amount of electricity flowing at the Master Meter and also at the points of electrical connection between the Embedded Network and each electrical installation within a Lot;

Retailer means qualified electricity retailer as appointed from time to time by the strata company to supply and retail electricity to the common property and all lots and their respective proprietors and occupiers within the Scheme, via the Embedded Network.

- (2) Embedded Network
 - (a) The original proprietor has arranged for the installation of the Embedded Network to provide electricity through the Meters to the occupiers, proprietors and strata company.
 - (b) Subject to entering into an Electricity Supply Agreement with the Retailer, all proprietors and occupants can access electricity through the Electrical Infrastructure, Embedded Network and Master Meter. If a proprietor or occupant wishes to purchase or receive or use electricity on their lot from or through any other source the relevant proprietor or occupant must obtain prior written approval from the strata company, and obtain their own connection from the Electricity Grid to their lot's switchboard at their own cost.
 - (c) The Retailer may engage one or several different entities to manage the Embedded Network, or to carry out any one of those responsibilities or to install any additional infrastructure which are to form a new component of the Embedded Network.
- (3) Appointment of contractor to manage the Embedded Network
The strata company must appoint the Retailer to manage the Embedded Network to enable the occupiers of the building to access electricity for all usual purposes.
- (4) Licence to locate the Embedded Network within the scheme
 - (a) In accordance with section 42(8) of the Act, the strata company must grant a licence to the Retailer to locate the Embedded Network on and within the common property on such terms and conditions as the strata company determines; and
 - (b) The Retailer may sub-licence this licence to one or several different entities.
- (5) Grant of an exclusive right to retail electricity in the scheme
 - (a) The proprietors acknowledge and accept that the original Retailer shall be Carbon Energy Management Technologies Pty Ltd ACN 134 938 944 as trustee for the LM Unit Trust.
 - (b) The Retailer is, for the term of its appointment as the supplier of electricity to the scheme, granted an exclusive right by the strata company to supply and retail electricity to the common property and all lots and their respective proprietors and occupiers within the scheme via the Electrical Infrastructure.
 - (c) The Retailer must be granted an exclusive right by the strata company to supply and retail electricity to the common property and all lots and their respective proprietors and occupiers within the scheme via the Embedded Network.
- (6) Operation of the Embedded Network

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (a) The Embedded Network shall function as follows:
- (i) subject to by-law 53, the solar panels shall be used to generate electricity;
 - (ii) the Scheme shall be connected to the Electricity Grid via the Master Meter;
 - (iii) the Master Meter shall be the only connection permitted between the Electricity Grid and the Electrical Infrastructure;
 - (iv) the Retailer appointed by the strata company to retail electricity via the Electrical Infrastructure and Embedded Network shall be engaged by the strata company to exclusively operate the Master Meter and Embedded Network to retail electricity to the proprietors and occupiers of lots and the common property;
 - (v) no other party other than the Retailer shall be permitted to supply or sell electricity within the scheme without prior written consent from the strata company; and
 - (vi) the Retailer appointed to sell electricity through the Embedded Network may, subject to by-law 53, sell the electricity generated from the solar panels, electricity drawn from the Electricity Grid or from any other form of electricity generation or storage facility suitable for the scheme, to the proprietors and occupiers of lots and the strata company.
- (b) The cost of maintaining the Embedded Network and Electrical Infrastructure shall be borne by the strata company and such costs may be levied on the proprietors in proportion to their respective unit entitlements or drawn from the reserve fund (if any).
- (7) Selling of electricity
- (a) The Retailer appointed by the strata company to retail electricity via the Electrical Infrastructure and Embedded Network shall as a condition of its appointment be required to invoice the strata company and each of the occupiers or proprietors for the fixed and variable charges for the electricity consumed by the common property and respective proprietor or occupier at such regular intervals as determined by the Retailer.
 - (b) The Retailer shall have the right to invoice the owner of a lot for the fixed and variable charges for the electricity consumed at the lot via the Embedded Network if there is no current or valid Electricity Supply Agreement for that lot.
 - (c) The Retailer shall have the right to discontinue the supply of electricity to a lot (including taking measures to interrupt or block such electricity supply), in the event that:
 - (i) an account has not been set up with the Retailer in respect of the lot; or
 - (ii) the occupier of a lot does not pay for electricity consumed within that lot within the terms specified by the Retailer.
 - (d) The strata company must provide (or arrange to provide) the Retailer with:
 - (i) notice of the change in ownership or occupation of a lot within 5 Business Days of the strata company becoming aware of the change in ownership; and
 - (ii) a complete list of proprietors and occupiers of all lots and contact details for proprietors and occupiers of lots upon receiving a written request from the Retailer.
 - (iii) Proprietors of lots must notify the strata company of a change of occupier of a lot immediately upon a change of occupier.
- (8) Access to common property
- (a) The strata company must grant the Retailer access to the common property as required by the Retailer to operate, maintain and retail electricity through the

Electrical Infrastructure and Embedded Network.

- (b) If the Retailer elects to discontinue the supply of electricity to a lot (in accordance with sub-bylaw (7)(c) above), the strata company must grant the Retailer access to the common property (including access to the Electrical Infrastructure), as required by the Retailer in order to implement such a discontinuation.
- (9) No alteration of or interference with the Electrical Infrastructure and Embedded Network
 - (a) Proprietors and occupiers of lots must not do anything or allow anyone else to do anything that would reduce the electricity output of any equipment installed as part of the Electrical Infrastructure. This includes but is not limited to not erecting or modifying (or approving the modification) of any item that would shade solar electricity equipment and take steps to prevent a third party from doing so (such as by making reasonable objections if a third party proposes to erect a structure or building that would shade the solar electricity equipment).
 - (b) Proprietors and occupiers of lots must not alter or interfere with the Electrical Infrastructure or Embedded Network.
 - (c) If a proprietor or occupier alters or interferes with the Electrical Infrastructure or Embedded Network, the strata company shall notify the Retailer of the alteration or interference in writing and engage the Retailer to restore the Electrical Infrastructure and Embedded Network to its original condition at the cost of the proprietor or occupier who altered or interfered with the Electrical Infrastructure or Embedded Network.

53. Exclusive use for commercial solar panels

- (1) In accordance with Section 42(8) of the Act, the strata company confers on the proprietor for the time being of the lot 112, the exclusive use and enjoyment of those parts of the roof of the building marked "EX.112" on the exclusive use sketch annexed as Annexure B subject, to the proprietor keeping the relevant part of the common property, including fittings and fixtures thereon, in good and serviceable repair and properly maintained, renewed and replaced.
- (2) The original proprietor may transfer that right to any other proprietor or proprietors or transfer the right to itself as the proprietor of another lot in the scheme. The original proprietor must notify the strata company of every transfer made by the original proprietor.
- (3) At the request of the original proprietor, the strata company shall procure all necessary resolutions, and sign and register all necessary documents and instruments to give effect to a transfer made pursuant to sub-bylaw 54(2).
- (4) The solar panels and ancillary wiring, brackets and chattels, located in the exclusive use area (**Commercial Solar Panels**) are, notwithstanding that they are fixed to the building, chattels owned by the proprietor of lot 112 and the strata company must do all things requested by the proprietor of lot 112 to ensure that the proprietor of lot 112 retains ownership of the Commercial Solar Panels located in the exclusive use area.
- (5) The strata company must not do any act, or allow by omission anything to occur, that would adversely affect the operation of the Commercial Solar Panels.
- (6) The proprietor of lot 112 may sever and remove the Commercial Solar Panels located within the exclusive use area and deal with the Commercial Solar Panels as it chooses in its absolute discretion and including without limitation by selling, transferring and reattaching the Commercial Solar Panels.
- (7) The proprietor of lot 112 may licence the use and operation of the Commercial Solar Panels to a third party on such terms as it thinks fit from time to time.
- (8) If the Commercial Solar Panels are deemed fixtures and part of the common property, the strata company must, on written request from the proprietor of lot 112, sever the Commercial Solar Panels and transfer ownership of the Commercial Solar Panels to the proprietor of lot 112 for no consideration.

54. Electronic delivery of notices, etc.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (1) Where a proprietor has provided to the strata company an electronic address for service and for so long as that address for service remains current pursuant to sub-by-law (2), the strata company may serve notices, copies of minutes of meetings and any other documents on the proprietor at that electronic address for service.
- (2) A proprietor may from time to time change the proprietor's electronic address for service or advise the strata company proprietor no longer has an electronic address for service.

55. Engagement of car parking manager

- (1) In this by-law:
 - (a) **affected commercial car bays** means the commercial car bay part lots at ground floor level;
 - (b) **affected proprietors** means the proprietors of the affected commercial car bays;
 - (c) **car park management services** means the monitoring of parking and the collection of car parking fees in relation to the affected commercial car bays and the disabled and visitor bays;
 - (d) **disabled and visitor car bays** means the common property disabled and visitor car bays at ground floor level;
 - (e) **net operating surplus** means the net amount to be received by the strata company under any car park management agreement entered into with the manager;
 - (f) **Manager** means Wilson Parking Australia 1992 Pty Ltd or such other car park management company as the council may engage to provide the car park management services.
- (2) The strata company shall arrange the provision of the car park management services by the Manager on such terms as the council considers reasonable.
- (3) If and for so long as a car park management agreement is in place between the Manager and the strata company and unless otherwise agreed between the strata company and the affected proprietors, the affected commercial car bays and the disabled and visitor car bays shall operate as one car park, with the strata company accounting to the affected proprietors in such proportions as is fair and reasonable taking into account the area of each such bay as a proportion of the area of all bays (including the disabled and visitors car bays) the subject of the car park management agreement.
- (4) The strata company may authorise the installation of metering stations and other equipment by the Manager on common property.
- (5) The terms of any car park management agreement may but is not obliged to exempt:
 - (a) the proprietor or occupier of a commercial lot from paying any parking fee if parking in that lot's car bay; and
 - (b) vehicles displaying a valid ACROD sticker from payment of any parking fee if parked in a disabled car bay.
- (6) This by-law has effect as an agreement by each affected proprietor with the strata company pursuant to section 37(1)(g) by virtue of section 42(6).

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

SCHEDULE 2 BY-LAWS

1. Conduct of proprietors and occupiers

- (1) A proprietor shall:
- (a) forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of any building comprised in the parcel generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of this lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
 - (c) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and
 - (d) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor or occupier of a lot shall:
- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors;
 - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier but subject to schedule 2 sub-bylaw 3(15);
 - (c) not use the lot or any part of the common property for any purpose which may be a breach of these by-laws, the Act, the local laws of the local government or any other governmental regulation or law;
 - (d) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property but subject to schedule 2 sub-bylaw 3(15);
 - (e) take all reasonable steps to ensure that their invitees comply with the provisions of the by-laws and shall do all such things as are reasonably necessary to ensure that the invitee who fails to comply with any by-law, vacates the parcel as soon as possible;
 - (f) not use language or behave in a manner that causes offence or embarrassment to a proprietor or occupier of another lot or to any person lawfully using common property;
 - (g) not make undue noise or allow undue noise to be made in or about any lot or common property but subject to schedule 2 sub-bylaw 3(15);
 - (h) not use any skateboard, scooter, roller skates, rollerblades or similar equipment on any part of the parcel;;
 - (j) not use the lot for any purpose that may be illegal or immoral or injure the reputation of the scheme.

2. Use of residential lots

- (1) In this by-law:
- (a) **Decision** means *Byrne v The Owners of Ceresia River Apartments Strata Plan 55597 [2017] WASCA 104*;
 - (b) **Declaration** means a signed and dated declaration referred to in sub-bylaw (4) or sub-bylaw (6), as the case may be;

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (c) **home occupation** and **home office** have the meanings given to them in the Town of Victoria Park Town Planning Scheme No. 1;
 - (d) **motor vehicle** includes a motorcycle; and
 - (e) words have the meanings given to them in the Decision.
- (2) This by-law is made to give effect to:
- (a) The description of the scheme in the strata plan as containing residential lots or units; and
 - (b) The Decision.
- (3) Subject to schedule 2 by-Law 4, each proprietor of a residential lot must ensure their lot is:
- (a) only occupied by persons who use the lot as their settled or usual abode;
 - (b) not occupied by persons who merely use the lot as tourist accommodation, or as accommodation for holidays or other breaks from their settled or usual abode; and
 - (c) not used for any commercial purpose or in the operation of any business other than a home occupation or as a home office.
- (4) Each proprietor occupying a residential lot, upon request by the strata company, must provide to the Strata Company a Declaration that the proprietor is not using and does not intend to use the lot for any commercial purpose or in the operation of any business other than a home occupation or home office.
- (5) If a proprietor fails to provide a Declaration required by sub-by-law (4) absent proof to the contrary the proprietor is deemed in breach of sub-by-law (3).
- (6) Each proprietor, upon request by the strata company, must obtain from each adult person intending to occupy their lot, before entering into an agreement allowing that person to occupy the lot, a Declaration:
- (a) specifying their name, a phone number and an e-mail address at which they may be contacted whilst in occupation of the lot;
 - (b) specifying the street address of their settled or usual abode before their intended occupation of the lot;
 - (c) specifying the dates between which they intend to occupy the lot;
 - (d) that they intend the lot to be their settled or usual abode;
 - (e) that they do not intend merely to use the lot as tourist accommodation, or as accommodation for holidays or other breaks from their settled or usual abode;
 - (f) that they do not intend to use the lot for any commercial purpose or in the operation of any business other than a home occupation or as a home office; and
 - (g) that they have received a copy of the by-laws.
- (7) Each proprietor must give each Declaration they receive to the strata company before the intended occupier first occupies the lot.
- (8) If a proprietor fails to provide a Declaration required by sub-by-law (6) and an occupier occupies the lot:
- (a) absent proof to the contrary, the proprietor is deemed in breach of sub-by-law (3);
 - (b) the occupier may be denied access to the common property, including parking and any other facilities on common property; and
 - (c) the strata company may disable any security devices issued regarding the lot until satisfied the occupant has ceased to occupy the lot.
- (9) Each proprietor must provide to the strata company upon request the make, model, colour and registration number of all motor vehicles parked or intended from time to time to be parked on the parcel by the proprietor and any occupiers of the proprietor's lot.
- (10) Under section 42B, the strata company may assess contributions to be levied on proprietors regarding any expenses incurred in disabling and later re-keying any security devices as authorised by sub-by-law (8)(c) solely on the proprietor of the lot concerned, and not in

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

accordance with unit entitlement, and the council is empowered under section 36(3) to exercise this function.

3. Use of commercial lots

- (1) In this by-law *proprietor* means and includes the proprietor and occupier of a commercial lot.
- (2) Subject to Schedule 2 by-law 4, a proprietor of a commercial lot shall use the lot solely for commercial business purposes in accordance with and subject to the following provisions of this by-law.
- (3) The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the commercial lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the council.
- (4) The proprietor shall at his expense observe and comply with all laws, requirements and notices relating to:
 - (a) the use and occupation of the commercial lot for the use intended by the proprietor;
 - (b) the commercial lot and the facilities therein or required to be provided therein by reason of the number and the sex of the proprietor's employees and other persons working in or entering the commercial lot;
 - (c) the fixtures, fittings, machinery, plant and equipment in his commercial lot;
 - (d) occupational health, safety and environmental matters;
 - (e) the provision of firefighting equipment including if necessary the provision of fire extinguishers and fire blankets.
- (5) The proprietor shall not:
 - (a) allow the commercial lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (b) use or permit any part of the commercial lot to be used as sleeping quarters or as a residence;
 - (c) keep any animals in the commercial lot;
 - (d) hold or permit any auction or public meeting in the commercial lot;
 - (e) use the commercial lot in a noisy manner or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties but subject to sub-bylaw (15);
 - (f) use the commercial lot in an excessively noisy or noxious or offensive manner but subject to sub-bylaw (15);
 - (g) use plant or machinery in the commercial lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise but subject to sub-bylaw (15);
 - (h) accept deliveries of goods for the business outside the hours of 7.00am and 5.00pm, except in an emergency.
- (6) The proprietor shall conduct his business:
 - (a) in an orderly and reputable manner, consistent with the essence and theme; and
 - (b) within such hours as the local government or any other authority having jurisdiction over the particular use of the lot may specify consistent with the essence and theme, but in any event:
 - (i) not beyond the hours of 7.00am to 10.30pm Sunday to Thursday and the hours of 7.00am to midnight Friday and Saturday, in the case of lot 112; and
 - (ii) not beyond the hours of 7.00am to 10.00pm seven days a week, in any other case.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (7) The proprietor shall not bring into store or use in the commercial lot any inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including the heating or lighting the commercial lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.
- (8) The proprietor shall keep the commercial lot clean and:
- (a) have the floor and the interior of the commercial lot cleaned each business day;
 - (b) have the surfaces of windows maintained in a clean condition;
 - (c) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
 - (d) not allow the accumulation of useless property or rubbish in the commercial lot;
 - (e) provide a sanitary hygiene service to female toilets.
- (9) The proprietor shall cause all rubbish accumulated in the commercial lot to be placed daily in suitable containers provided for the commercial lot and situated in an area in the scheme designated by the council but only during the hours of 8.00am and 9.00pm except in an emergency.
- (10) The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time except by means of a mechanical glass crusher and then only between the hours of 8.00am and 4.00pm.
- (11) The proprietor shall:
- (a) not use the toilets, sinks, drainage and plumbing in the commercial lot for purposes other than those for which they were designed;
 - (b) not place in any of those facilities rubbish, chemicals and other substances for which they are not designed or which would infringe health or environmental regulations;
 - (c) repair any damage caused to any of those facilities by breach of this by-law.
- (12) The proprietor shall at the proprietor's expense:
- (a) take reasonable action to secure the commercial lot against unauthorised entry whilst the commercial lot is occupied;
 - (b) securely lock and fasten external door and windows in the commercial lot whilst the commercial lots are unoccupied;
 - (c) keep the commercial lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any discarded rubbish papers cartons boxes containers or other waste products and shall leave such rubbish or containers outside the commercial lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the council;
 - (d) keep the commercial lot free and clear of all rodents vermin insects birds animals termites and other pests and if the proprietor fails to do so the proprietor shall if and so often as necessary employ pest exterminators approved by the council to carry out the necessary work;
 - (e) maintain with a public insurance office policies to cover all plate glass (if any) in the commercial lot against damage or destruction to the full insurable value thereof AND public liability with a cover of not less than \$10 000 000 or any increased sum which the council may from time to time specify in respect of any one occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the commercial lot or any part thereof or occasioned wholly or in part by an act neglect default or omission by the proprietor or by his or her employees or visitors;

M:\Strata\By-Laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (f) forthwith expend all monies recovered in respect of any insurance maintained under this by-law in the satisfaction reinstatement or replacement of those claims or items for which the monies are received to the extent that those monies are sufficient for the purpose and the proprietor shall make up any deficiency from his or her own monies;
 - (g) on demand produce any evidence of the insurance policies maintained under this by-law and of the renewal thereof which the council may from time to time require.
- (13) Subject to sub-bylaw (14) but in addition to compliance with any other by-law, the proprietor must comply with any guidelines as so determined and issued by the council from time to time in relation to any fit-out of a commercial lot or any alterations or additions to such fit-out.
- (14) The council may, but is not obliged to, authorise the fit-out or any alterations or additions to any fit-out, of any commercial lot even though there has not been strict compliance with the guidelines, so long as it is or they are consistent with the essence and theme of the development.
- (15) Notwithstanding anything hereinbefore contained:
- (a) the proprietor or occupier of lot 112 can operate a tavern/bar and similar licensed premises from lot 112 without objection from any other proprietor so long as they comply with the terms of the liquor licence;
 - (b) the hours of operation of the licensed premises shall be such hours as are approved by the relevant licensing authority as extended or varied from time to time including special events and special occasions;
 - (c) patrons of the tavern/bar or other licensed premises operated from lot 112 shall be permitted to bring within lot 112 dogs accompanying them, so long as each animal is on a leash or under suitable control and is and remains well-behaved, and the proprietor or occupier of lot 112 ensures appropriate watering and toileting arrangements are in place and used by such dogs;
 - (d) each proprietor and occupier of a residential lot acknowledges that, by their nature, a tavern/bar and other licensed premises are likely to generate more noise and odours and at later hours than is the case with residential or non-licensed commercial premises.

4. Car bays and storage areas

- (1) A proprietor or occupier of a lot shall use that part of the lot as is shown on the Strata Plan as being a car bay only for the purpose of parking a passenger motor car or motorcycle (unless otherwise authorised in writing by the council and subject to any limits or conditions specified by the council) and shall further not use it or permit it to be used for:
- (a) the parking or storage of any other vehicle or other item unless otherwise authorised in writing by the council and subject to any limits or conditions specified by the council;
 - (b) the carrying out of any repair or restoration of any vehicle or watercraft or other item; or
 - (c) the washing or cleaning of any vehicle, watercraft or other item, other than the cleaning of a vehicle's windows.
- (2) A proprietor or occupier of a lot shall not erect any form of structure within or on the boundary of any car bay which may prevent access to contiguous car bays.
- (3) A proprietor or occupier of a lot shall use that part of the lot as is shown on the Strata Plan as being a storage area only for the purpose of storing goods and materials that are not inflammable, dangerous, explosive, noxious or likely to decompose or that might otherwise attract vermin or pose a danger or nuisance to any person.
- (4) A proprietor shall not grant any lease, licence or other occupancy right to any person who is not the proprietor of another lot in respect of any portion of his or her lot used as a car bay or storage area, unless that right is granted in conjunction with a lease of the whole of the proprietor's lot.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (5) In order to facilitate the shared use of car bays by proprietors, occupiers and their lawful invitees, the strata company is authorised to maintain a register of shared car bays, reflecting those car bays that are the subject of any agreement between proprietors providing for the shared use of those car bays in accordance with such terms and conditions as are agreed to by those proprietors. The strata company shall prepare such register in good faith based on information provided by proprietors, and shall not be liable or responsible for any inaccuracy contained therein or any omission. The strata company may amend such register from time to time as it deems fit.

5. Signage and other displays

- (1) Subject to Schedule 1 by-law 47, a proprietor or occupier of any lot shall not, within their lot, install, use or permit the installation or use of any signs, placards or displays, illuminated or otherwise (**signs**), visible from outside the lot without the prior written approval of the strata company and, where required, any local government or other licensing authority.
- (2) Without limiting the strata company's discretion to withhold approval under sub-bylaw (1), a proprietor or occupier wishing to install or use any signs within their lot or on common property shall comply with any Signage Guidelines established by the strata company (which shall be made available to any proprietor or occupier upon written request to the strata company).
- (3) The Signage Guidelines may without limiting generality designate certain signage locations and the size, type, manner of construction and materials used in any signs.
- (4) Subject to Schedule 1 by-law 47, a proprietor or occupier of any lot shall not, on common property, install, use or permit the installation or use of any freestanding signs, placards or displays (including displays of goods or other materials), illuminated or otherwise, without the prior written approval of the strata company and, where required, any local government or other licensing authority.
- (5) The strata company shall not unreasonably withhold its consent to any signage reasonably required by the proprietor or occupier of a commercial lot for the purposes of a business lawfully conducted within the commercial lot so long as the other requirements in sub-bylaws (1), (2) and (3) of this by-law are met.

6. Obligations relating to occupancy rights

A proprietor who grants occupancy rights in respect of their lot, shall:

- (a) promptly provide to the strata manager if there is one, but otherwise to the secretary of the strata company, the full name and contact particulars of each occupier;
- (b) give each occupier a copy of the by-laws at the commencement of the occupation; and
- (c) include in the occupancy agreement a provision requiring the occupier to comply with the by-laws and an acknowledgement that any breach thereof will constitute a breach of the occupancy agreement that would entitle the proprietor to terminate the occupancy agreement.

7. Alterations and additions within a lot

- (1) Subject to Schedule 1 by-law 47 and without limiting the provisions or the effect of section 7 in relation to the erection of, alteration to or extension of a structure on a lot, a proprietor shall not carry out or cause or permit to be carried out any works within that proprietor's lot without:
- (a) giving to the strata company not less than 1 months' notice in writing setting out the details of the proposed works as required under this by law (the Notice); and
- (b) at that proprietor's cost, complying with the provisions of this by-law.
- (2) Subject to sub-bylaw (3), the proprietor shall include with the Notice:
- (a) written confirmation from the relevant local government that the proposed works have been approved by or that the approval of the local government is not required, as the case may be;

- (b) details of all authorisations and permits required by any other relevant authority in relation to the proposed works;
 - (c) details of insurances applicable to the proposed works;
 - (d) a timetable for the commencement and completion of the works; and
 - (e) a written undertaking by the proprietor that:
 - (i) the proposed works will not be commenced without the proprietor complying with any requirements, including paying any additional premium or other payment, of the strata company's insurers in relation to the works;
 - (ii) the proposed works shall only be carried out by appropriately licensed and duly qualified tradespersons using best quality materials and fittings and to high standards and at the risk and cost of the proprietor in all respects; and
 - (iii) the proprietor will indemnify and keep indemnified the strata company, the council and the proprietors of all other lots from any costs, claims, damages, actions or proceedings arising in the course of or attributable to the works;
 - (iv) the proposed works will not involve the cutting through or coring through of any suspended slab or otherwise cause any damage to the pre-stressed tendons within any suspended slab.
- (3) If the proposed works involve any alterations or additions to any wall or any other works of a structural nature, the proprietor shall:
- (a) include with the Notice:
 - (i) a report from a duly qualified architect specifying the location, nature, extent and purpose of the proposed works; and
 - (ii) in respect of a wall, a certificate from a duly qualified structural engineer that the wall is or forms part of or does not form part of a load-bearing component of the building in which it is situated, as the case may be, together with a certificate from that engineer addressed to the strata company specifying what steps, procedures, design or materials are necessary to retain the structural integrity of the building during the course of or as a result of the works.
 - (b) not commence or cause or permit to be carried out any such works without the prior approval in writing of the strata company.
- (4) If the requirements of sub-bylaws (1), (2) and (3) have been satisfied and the strata company has given notice of approval, the proprietor shall not commence or cause or permit to be commenced or carried out any of the proposed works:
- (a) without complying with the specifications referred to in sub-bylaw (3)(a)(ii), if that sub-bylaw applies;
 - (b) without, not less than 48 hours before such commencement, giving:
 - (i) to the strata manager, if there is one, otherwise to the secretary, written notice of the proposed date of commencement; and
 - (ii) to the secretary, the caretaker, if there is one, and to the occupiers of all lots in the building in which the lot is situated, the name and contact details of the works supervisor and the dates and times when any of the works is to take place.
 - (c) other than on a weekday (not being a public holiday) and then only between the hours of 7.00am and 4.30pm, unless otherwise approved by the council;
 - (d) without ensuring that the proprietor or any other occupier of the lot shall permit a duly authorised member of the council with or without engineers, architects, insurance assessors or other consultants:
 - (i) at any time or times while any such works are being carried out; and
 - (ii) following completion, on 48 hours' notice,

to enter the lot, inspect the works, take measurements and photographs of the works and carry out any tests on the works or materials involved in the works;

- (5) The proprietor shall ensure that:
- (a) all tradespersons, delivery persons, and any plant, equipment or materials involved in the works are transported only by a lift specified by the manager or the caretaker, if there is one, otherwise a member of the council and after the lift has been duly protected to the requirements of the caretaker;
 - (b) any use of a lift for the purposes of the works or the removal of building materials from the lot does not involve any weight in excess of any authorised or designated weight load limit for the lift;
 - (c) any garbage, waste materials or rubbish from the works is:
 - (i) left only on such part of the parcel as the manager or the caretaker, if there is one, otherwise a member of the council shall specify from time to time; and
 - (ii) removed entirely from the parcel at least once per week;
 - (d) no tradespersons' or other vehicle required in respect of the works is parked on common property other than in a car bay in respect of which the proprietor has exclusive use rights, without the prior approval of the manager or the caretaker, if there is one, otherwise a member of the council;
 - (e) no security system is prejudiced or interrupted during or as a result of the carrying out of the works;
 - (f) all works comply with all applicable statutory and regulatory requirements;
 - (g) no power, water, gas or other services or utilities serving the common property or any other lot are interrupted or otherwise interfered with without prior notice to and the approval of the manager or the caretaker, if there is one, otherwise a member of the council; and
 - (h) all common property affected by the works is cleaned and restored to the same state and condition as it was prior to the works being commenced.
- (6) (a) Immediately following completion, the proprietor shall notify the strata company in writing of that completion;
- (b) If any works of a structural nature have been carried out, the proprietor shall, within 10 days following completion deliver to the strata company, at the proprietor's cost, a certificate of a structural engineer confirming that the works have been carried out in accordance with sub-by-law (3);
- (7) If, upon enquiry or as a result any inspection or report in respect of the lot by or on behalf of the council under this by-law, the council gives to the proprietor notice in writing of any defect in the works or of any failure to comply with any of the conditions under which the carrying out of those works were approved, the proprietor shall at the proprietor's cost in all respects take immediate steps to rectify that default within such time and in such manner as the council shall specify;
- (8) The proprietor shall at all times remain responsible for the repair maintenance and replacement of any of the works but any replacement shall be subject to all of the other requirements of this by-law.
- (9) The failure by the proprietor to comply with sub-by-laws (2) and (3) shall be a ground upon which any other proprietor may cast a vote in accordance with section 7(4)(c) of the Act.

8. Structural cubic space

Subject to Schedule 1 by-law 47, a proprietor, occupier or resident shall not carry or cause or permit to be carried out any works on or affecting any structural cubic space within the boundaries of the lot without the prior written approval of the strata company as expressed by a resolution without dissent.

9. Floor coverings

- (1) Subject to sub-bylaw (2), a proprietor of a residential lot shall ensure that all floor space within the proprietor's lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or occupier of any other lot.
- (2) A proprietor shall not install a wooden, marble, tiled or other hard-surfaced floor to any portion of their lot without first installing a sound-proofing membrane approved by the council between the concrete slab and the proposed floor covering.
- (3) Each proprietor and occupier must ensure felt coasters or similar protective and noise-reducing materials are affixed to the legs of furniture within their lot.

10. Water escape from lots and balconies

- (1) A proprietor and occupier shall ensure that all wet areas within their lot, including bathrooms, toilets, laundries, kitchens and balconies used in connection with that lot, are maintained in a proper sealed manner so as to prevent the leakage, seepage or transference of water or other liquid other than rainwater to any other lot or any portion of the common property other than waste pipes provided for the disposal of such water or liquid.
- (2) In the event of an occurrence of seepage, leakage or transference of water or other liquid other than rainwater from one lot to another or from one lot to common property, the proprietor or occupier of the lot from which such water or liquid has emanated shall, upon receipt of notice from the council to the effect immediately arrange such remedies or acts of rectification as are necessary to prevent any further seepage, leakage or transference of liquid.
- (3) If a proprietor or occupier who has been served with a notice pursuant to sub-bylaw (2) fails to promptly duly and punctually comply with that notice, then the strata company may enter the lot from which the water or other liquid is or has emanated and shall take such steps as are in the opinion of the secretary necessary to prevent any further seepage, leakage or transference of water or other liquid other than rainwater and any costs incurred by the strata company in so doing shall be borne solely by the proprietor of the lot from which the offending liquid has emanated.

11. Refuse and cleaning

- (1) A proprietor or occupier shall:
 - (a) maintain within their lot a garbage bin in clean and dry condition and adequately covered;
 - (b) comply with all local laws of the local government relating to the disposal of garbage;
 - (c) use any garbage chute or designated bin enclosure area only in accordance with any requirements from time to time specified by the strata company;
 - (d) ensure that any garbage or waste goods being transported through any part of the common property is, except for papers, dry cartons and like items, in fully sealed water-tight containers or plastic bags;
 - (e) take all reasonable steps to ensure that no garbage or waste goods are spilt or deposited on common property when being transported through common property and to promptly clean up and make good any mess created by any such spillage or deposit that might occur (and in the event of a breach of this by-law no notice shall be required to be given as a precondition to the strata company exercising its rights under Schedule 1 by-law 44); and
 - (f) dispose of any papers, cartons or other recyclable goods into the respective containers located and identified in any designated bin enclosure area and, in the case of cartons, shall flatten those cartons before placing them in the appropriate container.
- (2) Each proprietor shall indemnify and keep indemnified the strata company and the council from and against all claims, demands, proceedings, judgments, damages, costs (including repair costs and cleaning costs) and losses of any nature whatsoever which the strata

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

company may suffer or incur arising from or out of the movement or transport of any garbage or waste goods from his lot by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees, or out of any breach of this by-law by the proprietor or the occupier of the lot or any invitees to the lot or by any child under the control of the proprietor, the occupier or any invitees.

12. Window cleaning

- (1) Each proprietor and occupier must keep clean the internal surfaces of all glass in windows (including skylight windows if applicable) doors and balustrades forming the boundary of a lot (**boundary windows**) and, to the extent that it may be done safely and without risk of injury, the external surfaces of all boundary windows.
- (2) Each proprietor acknowledges the strata company may engage professional window cleaners to clean the external surfaces of boundary windows.

13. Safety and Security

- (1) Each proprietor or occupier must:
 - (a) take all reasonable steps to maintain the safety and security of the parcel;
 - (b) notify the council immediately they become aware of any threat to the scheme or any persons living within or visiting the parcel;
 - (c) comply with all directions of the council concerning the safety and security of the scheme;
 - (d) maintain the safe custody of all keys, cards and remote control handsets (**security devices**) provided to them by the strata company for use in relation to the parcel and immediately notify the strata company if any security device is lost or destroyed;
 - (e) not make any copy or duplicate of a security device without the consent of the strata company;
 - (f) not obstruct, interfere with or make any changes or adjustments to any security or safety system or equipment within the scheme without the prior written approval of the council (including any fire safety equipment and any fire escape or stairwell)
 - (g) not use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed;
 - (h) must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use; and
 - (i) not do or permit anything to be done which may prejudice the security or safety of any building comprised in the parcel or the common property generally.
- (2) If any security device is lost, stolen or damaged then the proprietor of the lot to which it relates shall pay the costs of replacing that security device and if, in the opinion of council, the loss or damage affects the security of the parcel, pay all costs necessary to ensure security is preserved for all the lots and the common property.

14. Flammable materials

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

15. Fire Protection

- (1) A proprietor shall ensure that smoke detector alarms are maintained (and where necessary replaced) and operated in the kitchen and sleeping areas of the lot and that adequate fire protection is otherwise maintained within the lot so as to prevent the spread of fire into any adjoining lot or common property (including a carbon dioxide type fire extinguisher).
- (2) If the strata company adopts and puts in to effect a Fire Management Plan designed to minimise the risk or effects of an outbreak of fire within the parcel, to control and extinguish

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

any outbreak of fire which may occur within the parcel, to preserve the safety of people located upon or within the parcel, or to otherwise comply with the requirements of any statutory authority, a proprietor and an occupier and their invitees shall at all times comply with that Fire Management Plan.

16. Insurance

- (1) A proprietor or occupier of a lot shall not do or keep on a lot or within the parcel anything which will or may increase the rate of insurance on any property insured by the strata company without the approval of the council nor shall proprietor or occupier of a lot do or keep on a lot or within the parcel anything which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.
- (2) If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the parcel by any proprietor or occupier the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things. This by-law does not apply to any machine, appliance or other thing deemed exempt by resolution at a general meeting of the strata company.
- (3) Where an claim is made on or in relation to a policy of insurance effected by the strata company which relates directly to one or more lots, the proprietor of that lot or proprietors of those lots (as the case may be) shall be liable to pay to the strata company upon demand an amount equal to the excess payable in respect of the claim.

17. Lot appearance and window treatments

- (1) Subject to Schedule 1 by-law 47, a proprietor or occupier of a lot shall not maintain within the lot anything visible from outside the lot that, viewed from outside that lot, is not, in the opinion of the council, in keeping with the rest of the development comprised in the parcel.
- (2) Without limiting sub-bylaw (1), a proprietor or occupier shall not:
 - (a) hang window treatments in any lot which are visible from the outside of a lot unless those window treatments are first approved by the council and, in any event, of such uniform material and colour as prescribed by the strata company from time to time;
 - (b) fit any blinds or screens within his lot that are visible from outside his lot unless they are first approved by the council and, in any event, of such uniform colour as prescribed by the strata company from time to time;
 - (c) apply any tinting, surface film or coloured glass on either side of any window visible from outside the lot unless they are first approved by the council; or
 - (d) hang any washing, bedding, clothing or other article on any part of the lot in such a way as to be visible outside the lot.

18. Balconies

- (1) A proprietor or occupier of a lot must not:
 - (a) use any balcony other than for passive recreational pursuits related to the use to which the internal part-lot is put;
 - (b) place any umbrellas, white goods or other furniture (other than outdoor furniture) on any balcony unless they are first approved by the council;
 - (c) install or use barbecues and other cooking devices using combustible materials on any balcony;
 - (d) leave loose items on any balcony, including but not limited to outdoor furniture, which may become wind-borne or fall from the balcony in adverse weather conditions; nor
 - (e) allow any item permitted to be placed on any balcony to protrude over the edge of the balcony.
- (2) A proprietor shall be responsible for all costs of and damage flowing from unsecured items being left on or about the balcony of the proprietor's lot.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (3) Where an artistic screen forms part of the common property abutting a balcony and without limiting section 38 or section 39 each proprietor and occupier must permit the strata company by its agents, servants and contractors to enter the lot to comply with its obligations under section 35(1)(c) in respect of the artistic screen and other common property.

19. Use of common property

A proprietor or occupier shall not:

- (a) obstruct lawful use of or access to common property, other than common property over which the proprietor or occupier has exclusive use rights or special privileges, by any person;
- (b) store any items in or upon the common property (including areas of exclusive use) otherwise than in accordance with any licence or by-law allowing such storage;
- (c) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used;
- (d) allow a child to play upon any driveway or car park area, unless accompanied by an adult exercising effective control;
- (e) allow a child to play in or upon any common property passageway, stairway or lift;
- (f) place shoes or similar items in any common property passageway or stairway (including but not limited to outside the door to their lot); nor
- (g) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these by-laws.

20. Services

- (1) All services within the scheme (including, without limitation, all toilets and other water apparatus including waste pipes and drains) shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein or other action taken that may obstruct the use of any of the services.
- (2) Any cost incurred by the strata company in repairing any damage or blockage resulting to any of the services caused by a breach of sub-bylaw (1) shall be borne by the proprietor responsible for that damage or blockage, whether the same is caused by his own actions or those of the proprietor's occupiers or invitees.
- (3) A proprietor or occupier shall give prompt notice to the strata company of any accident to or defect in or want of repair in respect to any of the services (including, without limitation, the supply of sewer, water, gas, electricity, telephone or any other service) situated within the lot or on the common property which comes to his knowledge.
- (4) The strata company shall have authority to enter upon any lot at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out any repairs or renovations to common property as may be necessary.

21. Electrical equipment

A proprietor or occupier shall:

- (a) not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the scheme or to his lot;
- (b) be liable:
 - (i) for the costs of repairing any damage resulting from a breach of this by-law;
 - (ii) for ensuring that any equipment forming part of common property that is damaged as a result of a breach of this by-law is repaired and restored to working order;
 - (iii) to alter or upgrade the electrical supply system at the proprietor's cost in order that it will suffice for the additional load imposed by any installation made in breach of this by-law or; failing such alteration or upgrade, to disconnect any installation made in breach of this by-law.

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

22. Vehicles and Watercraft

- (1) A proprietor or occupier shall have, and allow, pedestrian right-of-way on contiguous car bays for access to and from parked vehicles, and shall further have, and allow access for any vehicle's turning space to allow entry to and exit from the car bays.
- (2) Except where caused by a defect in or malfunction of any part of the common property, a proprietor or occupier of a lot shall not make any claim against the strata company for:
 - (a) damage from any cause to a vehicle, watercraft or other item;
 - (b) theft of a vehicle or watercraft or of any parts, equipment or contents thereof;
 - (c) theft of any of the goods or belongings of any proprietor, occupier or invitee, whether the theft occurred in a lot or on common property; or
 - (d) any injuries or property damage which any proprietor, occupier or visitor may sustain however or wherever occurring.
- (3) A proprietor, occupier or invitee using the common property access ways shall not drive a vehicle in excess of a speed limit of 8 kilometres per hour.
- (4) A proprietor or occupier shall not:
 - (a) park or stand or permit any other person to park or stand any vehicle or watercraft upon common property, except with the written approval of council or as authorised by a by-law or pursuant to an exclusive use by-law;
 - (b) park or stand any vehicle on common property other than wholly within a car bay allocated to the lot owned or occupied by them;
 - (c) park or stand any vehicle within any portion of the common property from time to time set aside by the strata company for the parking of visitors' vehicles;
 - (d) park or keep any vehicle on any part of the parcel while it is inoperable except pending emergency services to make a vehicle operable;
 - (e) conduct substantial repairs to or restorations of any vehicle or watercraft upon common property;
 - (f) park, stand or drive any vehicle otherwise than on a part of the parcel designed and surfaced for such purpose; or
 - (g) wash or clean or arrange for the washing or cleaning of any vehicle on any part of the parcel other than within any area and which is set aside by the council from time to time for the purpose;
 - (h) permit any vehicle of any commercial or professional car cleaning service provider to park on the parcel or to use high pressure water hoses for vehicle cleaning purposes on the parcel;
 - (i) wash or permit the washing of any vehicle on the parcel by hose or by any means other than by a bucket and cloth;
 - (j) without limitation to paragraph (c), use any part of the common property as is shown on the Strata Plan, or otherwise designated by the strata company, as being reserved for visitor bicycle storage.

23. Animals

- (1) In this by-law *animal* includes bird, fish or reptile.
- (2) Subject to section 42(15) a proprietor or occupier shall not keep any animal or animals within a commercial lot at all.
- (3) Subject to section 42(15) a proprietor or occupier shall be entitled to keep an animal within a residential lot with the prior written approval of the council (such approval not to be unreasonably withheld) so long as:
 - (a) it is not contrary to any local law of the local government;
 - (b) the animal is of a breed and size which is suitable to be kept as a domestic pet in a residential complex;

M:\Strata\By-laws\Fowler Group Properties PL 10481\documents\Management Statement (sales contract vsn).docx

- (c) the animal does not consistently make a noise or behaves in a manner which unreasonably disturbs the proprietors or occupiers of any other lot and the proprietor or occupier takes every action reasonably necessary to remedy such behaviour within 14 days after written notice is given to the proprietor or occupier by the council; and
 - (d) the proprietor or occupier complies with the conditions of the approval.
- (4) The proprietor or occupier must:
- (a) promptly clean up after and remove from the common property any droppings and similar material; and
 - (b) remove the animal from the parcel upon written notice from the council in the event of any breach of sub-by-law (2) or sub-by-law (3) of this by-law.

24. Public address, sound amplification systems and antennae

- (1) A proprietor or occupier or their invitees shall not place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in the common property or in any other place where it may be heard in any other part of the parcel (other than in that lot) without the consent of the council.
- (2) Sub-by-law (1) shall not apply to the operation of a radio on common property in areas designated by the council from time to time.
- (3) A proprietor or occupier shall not:
 - (a) erect, construct, install or use or permit to be erected, constructed, installed or used any antenna, satellite receival dish or aerial:
 - (i) on any part of the common property without the prior written approval of the strata company; or
 - (ii) within his lot where it is visible from outside the lot and the use of which does or may interfere with any television or radio reception, security, safety or communication system in any other lot or which creates any other nuisance to the proprietor or occupier of any other lot.
 - (b) insert, alter or amend any television or other cabling or related communication or transmission devices or materials in any part of the common property without the prior approval in writing of the council.

25. Moving furniture, heavy or large objects and use of lifts

- (1) A proprietor or occupier intending to move any furniture or heavy or large object to or from a lot through or on common property must not do so:
 - (a) without first notifying the strata manager appointed under schedule 1 by-law 30 and if none has been appointed the council at least 48 hours before the proposed move giving details of what will be moved, when and how it will be moved and how long the move is expected to take place and without receiving approval from the strata manager or council (as the case may be) for the date and time of the proposed move; and
 - (b) except on the date and time approved by the strata manager or council (as the case may be) and in such manner as they may require or specify; and
- (2) Each proprietor and occupier must, and must ensure contractors and employees engaged or employed by them:
 - (a) adhere to lift loading limits when using any lift; and
 - (b) use protective curtains and padding when transporting furniture and heavy or large objects to protect the lift walls and floor,

and for the avoidance of doubt schedule 2 by-law 26 shall apply in respect of any damage caused to such lift walls and floor.

26. Common property damage

- (1) If damage of any nature is caused to any part of the common property by the actions of any proprietor, occupier or their invitee, that proprietor or occupier as the case may be, shall reimburse to the strata company upon demand the full cost of making good such damage.
- (2) If the strata company expends money to make good the damage to the common property the strata company shall be entitled to recover the amount so expended as a debt in any court of competent jurisdiction.

27. Instructing contractors by proprietors

- (1) A proprietor or occupier shall not instruct any contractor or workmen to undertake work in relation to common property unless authorised to do so by the strata company.
- (2) A proprietor or occupier shall not instruct any contractor or workmen employed by the strata company unless authorised to do so by the strata company.
- (3) If a proprietor or occupier instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

28. Liquor licences

A proprietor or occupier of a lot shall not object to or oppose the grant, renewal or variation of any licence which may be granted or held under the *Liquor Control Act 1988* in relation to any commercial lot.

29. No smoking

- (1) In this by-law **smoke** includes to smoke tobacco and other herbal or chemical products.
- (2) No proprietor may smoke, or permit any invitee to smoke, on or within common property.
- (3) No proprietor or occupier may smoke, or permit any invitee to smoke, on or within his lot, in such manner as may cause a nuisance or annoyance to the proprietor or occupier of another lot, including but not limited to:
 - (a) discarding butts onto common property or into any other lot; or
 - (b) permitting emissions to pass into any other lot including, but not limited to, through any air-conditioning system, window or vent.

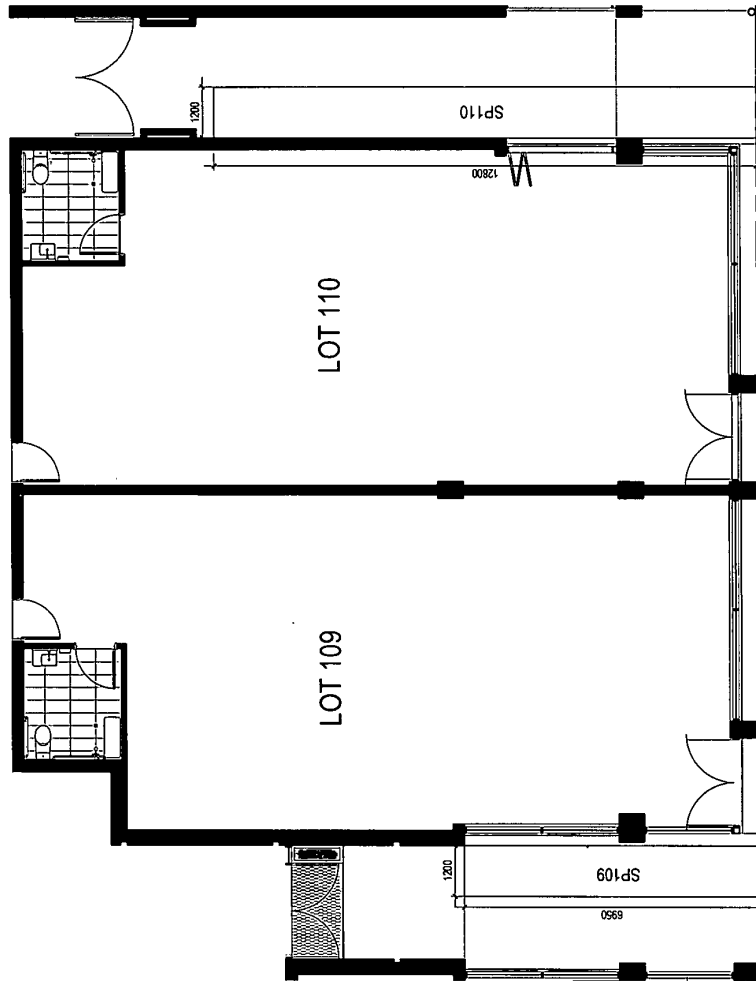
30. Conditions of Approval

When in these by-laws the consent of the strata company or the council is required, such consent:

- (a) may be withheld;
- (b) may be given on conditions; and
- (c) may be withdrawn,

as the strata company or council, as the case may be, shall reasonably determine.

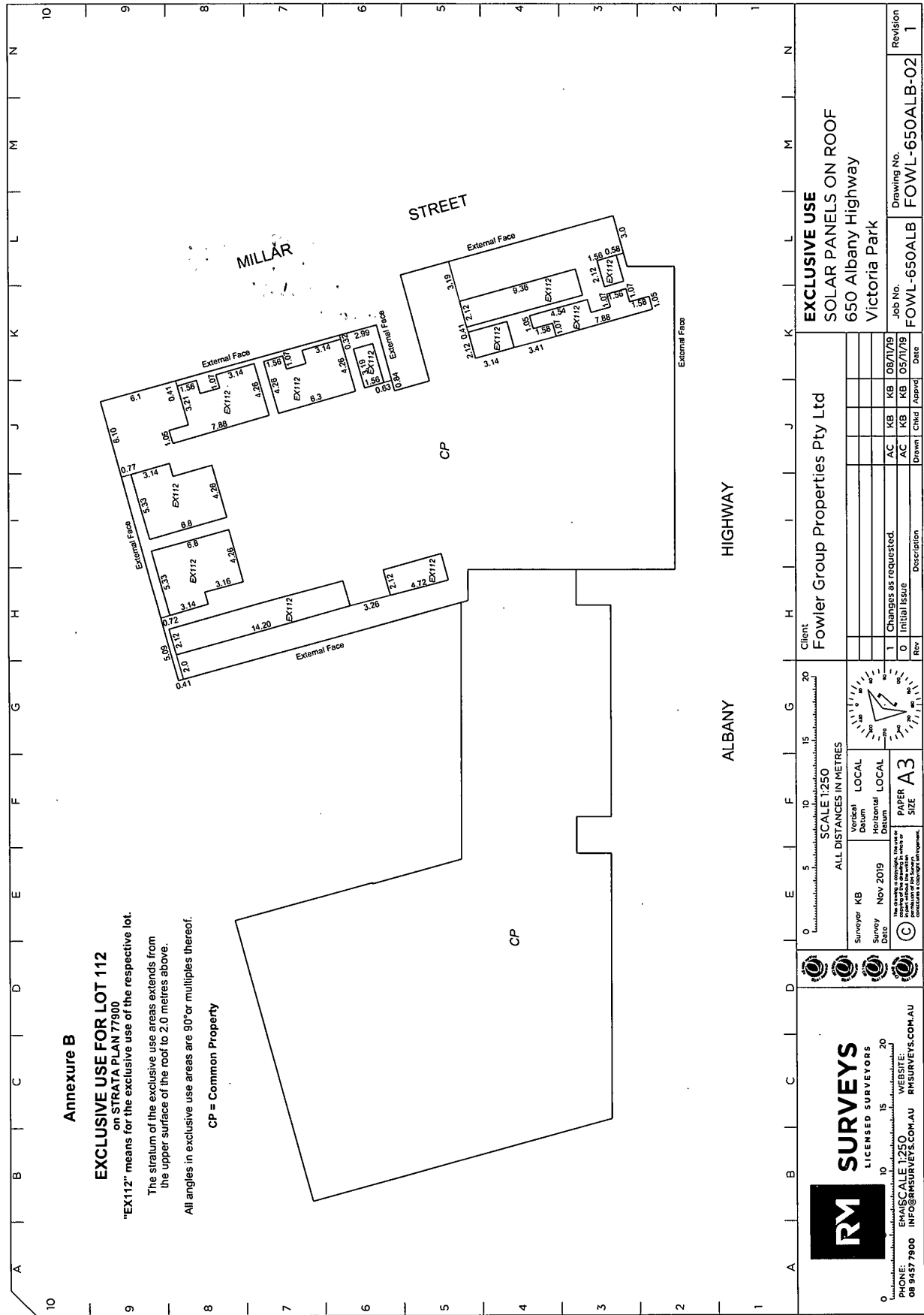
Annexure A
Special Privileges Plan



1. THIS DRAWING IS COPYRIGHT © AND REMAINS THE PROPERTY OF HILLIAMS ARCHITECTS. IT MUST NOT BE REPRODUCED, COPIED OR USED WITHOUT THE AUTHORITY OF HILLIAMS ARCHITECTS. 2. THE CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE OR OFF SITE BEFORE COMMENCING WORK OR PROCEEDING WITH PREPARATION OF SHOP DRAWINGS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION. 3. FINISHED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE FROM REDUCED DRAWINGS. 4. ALL WORK MUST BE IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE OF AUSTRALIA AND THE APPLICABLE AUSTRALIAN STANDARDS. 5. THE CONTRACTOR TO ENSURE THAT THIS DRAWING IS COMBINATION WITH ALL RELEVANT ARCHITECTURAL, STRUCTURAL, HYDRAULIC, MECHANICAL AND ELECTRICAL DOCUMENTATION AND TO COORDINATE BETWEEN FINISHES PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

<p>HILLIAMS ARCHITECTS 1/15 GODDARD ST SURFLOO WA 6005 P: (08) 9398 1877 E: info@hillsa.com.au</p>	<p>PROJECT NAME 650 ALBANY HWY 650 ALBANY HWY EAST VICTORIA PARK WA CLIENT</p>	<p>DRAWING NAME Lot 109 & Lot 110</p>	<p>SCALE 1 : 100 (A3)</p>
	<p>FOWLER GROUP Pty Ltd</p>	<p>DESIGN STUDY</p>	<p>PROJECT No. 1606</p>
			<p>REV 0</p>

DATE	REV	DESCRIPTION	Author	Checked
28.10.2019	0	ISSUE TO CLIENT		



Annexure B

EXCLUSIVE USE FOR LOT 112
on STRATA PLAN 77900

"EX112" means for the exclusive use of the respective lot.
The stratum of the exclusive use areas extends from the upper surface of the roof to 2.0 metres above.
All angles in exclusive use areas are 90° or multiples thereof.

CP = Common Property

 RM SURVEYS LICENSED SURVEYORS STRATA SCALE 1:250 PHONE: 08 9437 7900 INFO@RMSURVEYS.COM.AU RMSURVEYS.COM.AU	Surveyor: KB Date: Nov 2019 (C) This drawing is copyright, the use of it without written permission from the surveyor is prohibited and a copyright infringement.	ALL DISTANCES IN METRES SCALE 1:250 Vertical Datum: LOCAL Horizontal Datum: LOCAL PAPER SIZE: A3	Client: Fowler Group Properties Pty Ltd Job No.: FOWL-650ALB Drawing No.: FOWL-650ALB-02
		Rev Description Drawn Chkd Apprd Date	
		1 Changes as requested. AC KB 05/11/19 0 Initial Issue AC KB 05/11/19	Revision No.: 1

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person stated.

EXAMINED

0305796 SM

16 Dec 2019 12:55:09 Perth



LODGED BY:

ADDRESS:

IRDI LEGAL
248 OXFORD STREET
LEEDERVILLE WA 6007

PHONE NO: **Phone: 9443 2544 Fax: 9444 3808**

FAX NO:

REF NO: *MSC: C20192656*

PREPARED BY: Atkinson Legal (10481)

ADDRESS: 144/580 Hay Street
Perth WA 6000

PHONE NO: (08) 9221 7033

FAX NO: (08) 9221 7055

INSTRUCT IF ANY DOCUMENTS ARE TO BE ISSUED
TO OTHER THAN LODGING PARTY

2/0

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

1.	_____	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER
OF LAND ACT 1893 as amended on the day and time
shown above and particulars entered in the Register