



~~OFFICE USE ONLY~~

**O530950 SB**  
21 Oct 2020 08:30:00 Perth



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

Lodged by:<sup>13</sup> **iFresh Strata Management**

Address: **PO Box 8664 Perth Business Centre WA 6849**

Phone Number: **6500 0260**

Fax Number: **6311 7396**

Reference Number: **Simon Jorgensen**

Issuing Box Number: **999L**

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

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Prepared by: **Chalmers Legal Studio**

Address: **7/82 King Street, Perth WA 6000**

Phone Number: **9360 4100**

Fax Number: **9360 4199**

Reference Number: **LC:45104T**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

**OFFICE USE ONLY**

Landgate Officer

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

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

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

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





N/A

2. No Common Seal

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Delegation<sup>12</sup>

\_\_\_\_\_  
Delegation<sup>12</sup>

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

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

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

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

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

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

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

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



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
186	186	107		Abstain	Benjamin and Jamie Meyer	Proxy Chairperson
187	187	107		Abstain	Kai Yuen Chan	Proxy Chairperson
188	188	107		Abstain	Siew Peng Ng	Proxy Chairperson
189	189	109		In favour	Dawn De Cesare	Dawn De Cesare Present
190	190	109	*	In favour	Joel Daniel Parker	Joel Parker Present
191	191	109		Abstain	Conrad & Nomagugu Siziba	Proxy Chairperson
192	192	109		Abstain	Jamie John Clemesha	Proxy Chairperson
193	193	114		Abstain	Mark and Mircalla Ann Kolinac	Proxy Chairperson
194	194	109		Abstain	Kho Kak Beng	Proxy Chairperson
195	195	109		In favour	Conrad & Nomagugu Siziba	Proxy Conrad Siziba
196	196	109		Abstain	Gary Raymond Lawson	Proxy Chairperson
197	197	109		Abstain	Qian Li	Proxy Chairperson
198	198	109		Abstain	Mohan Sreedharan and Liza Fernandez Pothera	Proxy Chairperson
199	199	109		Abstain	Inderjit Singh	Proxy Chairperson
200	200	109		Abstain	Stephanie Jane Martin	Proxy Chairperson



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
139	Comm 139	95		Abstain	Marques Custodial Pty Ltd as trustee for the Marques Cust	Proxy Chairperson
140	Comm 140	95		Abstain	Frasers Property AHL Limited	Proxy Chairperson
141	141	99		Abstain	Hock Yon Poh	Proxy Chairperson
142	142	99		Abstain	Jarnail Singh & Kamaljit Kaur Gill	Proxy Chairperson
143	143	99		Abstain	Vincent Sheng-Yao Lim	Proxy Chairperson
144	144	106		Abstain	Norbert Radny	Proxy Chairperson
145	145	106		Abstain	Gary and Caroline Covel	Proxy Chairperson
146	146	99		In favour	Tovey Jane Mill & Lance Murray Wood	Proxy Lance Wood
147	147	99		Abstain	David and Tracey Carrick	Proxy Chairperson
148	148	78		Abstain	Lisa Jane & Agostino Martino	Proxy Chairperson
149	149	99		In favour	M & J O'Sullivan Pty Ltd	Proxy Michael O'Sullivan
150	150	99		Abstain	Jacqueline Kay Moore	Proxy Chairperson
151	151	99		Abstain	Craig Boyd and Elizabeth Mickle	Proxy Chairperson
152	152	80		Abstain	Gary Raymond Lawson	Proxy Chairperson
153	153	102		Abstain	Nigel Robert Rice	Proxy Chairperson
154	154	102		Abstain	Gunjan Chauhan	Proxy Chairperson
155	155	102	*	Abstain	Rachel Massie	Not Represented
156	156	102		Abstain	Paul and Phillipa Wenn	Proxy Chairperson
157	157	108		Abstain	Seyed Mohammad Ali Hosseini & Mahboobe Lahooti	Proxy Chairperson
158	158	102		Abstain	Bavanishanthan Sooriyapava	Proxy Chairperson
159	159	102		Abstain	Karl and Nicole Griffiths	Proxy Chairperson
160	160	102	*	Abstain	David Clement Mueller	Not Represented
161	161	102		Abstain	Marie Palermo	Proxy Chairperson
162	162	102		Abstain	Len Joseph & Lorraine Rego	Proxy Chairperson
163	163	102		Abstain	Brendan Joon Onn Ho	Proxy Chairperson
164	164	102		Abstain	Kin Ying Maggy Tso	Proxy Chairperson
165	165	105		Abstain	Maria Cristina Mullins	Proxy Chairperson
166	166	105	*	Abstain	Luke Edward Dusan Taylor	Not Represented
167	167	105		Abstain	Lai Fung Ho & Lai Yong Ho	Proxy Chairperson
168	168	105		Abstain	James Howard Bowman	Proxy Chairperson
169	169	109		Abstain	Heidi Man Ngan Mau	Proxy Chairperson
170	170	105		Abstain	Michael William Londt	Proxy Chairperson
171	171	105		Abstain	Benjamin Pearson	Proxy Chairperson
172	172	105		Abstain	Kit Ying Tsang	Kit Ying Tsang Present
173	173	105		Abstain	Sandra Smith	Proxy Chairperson
174	174	105		Abstain	Daniel Angel and Flor Donata Rivera	Proxy Chairperson
175	175	105		Abstain	MacIntyreIm SF Property Pty Ltd	Proxy Chairperson
176	176	105		In favour	Anthony John Tomic	Anthony Tomic Present
177	177	107		Abstain	Jedeye Custodial Pty Ltd	Proxy Chairperson
178	178	107		Abstain	Chie King Lai	Proxy Chairperson
179	179	107		Abstain	William Tjhioe	Proxy Chairperson
180	180	107		Abstain	Ross Jon Green & Victoria Elizabeth Paul	Proxy Chairperson
181	181	112		Abstain	Debra Meyer	Proxy Chairperson
182	182	107		Abstain	Chow Hin Wee	Proxy Chairperson
183	183	107		Abstain	Neil and Shirley Cleary	Proxy Chairperson
184	184	107		Abstain	Vasanthi & Tinesh Tamilkodi	Proxy Chairperson
185	185	107		Abstain	Richard John Barrett	Proxy Chairperson



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
95	95	78	*	Abstain	Simon and Kylie Patricia Chaplin-Ardagh	
96	96	78	*	Abstain	Nicola and Shane Richardson	
97	97	97		Abstain	Nickarl Property Pty Ltd - Karl & Nicole Griffiths	Proxy Chairperson
98	98	97		Abstain	Richard Gould	Proxy Chairperson
99	99	97		Abstain	Mr Christopher Kam Loong Lee	Proxy Chairperson
100	100	78		In favour	Sithambaram Suppiah and Meenakshi Alaausundaram	Proxy Sitham Suppiah Present
101	101	81		Abstain	Christopher Thompson and Christine Kuca-Thompson	Proxy Chairperson
102	102	81		Abstain	Brian Michael Scott	Proxy Chairperson
103	103	103		Abstain	Siwei Bu	Proxy Chairperson
104	104	103		Abstain	Jory Sudjana	Proxy Chairperson
105	105	103		Abstain	Alison Maree Butler	Proxy Chairperson
106	106	103	*	In favour	Natasha D'Souza	Proxy Nigel D'Souza
107	107	103		Abstain	Michelina Gemina Di Stefano	Proxy Chairperson
108	108	103		Abstain	Majuro Investments Pty Ltd	Proxy Chairperson
109	109	83		Abstain	Marthinus and Yolande Van Zyl	Proxy Chairperson
110	110	83		Abstain	Samuel John Cook and Carlee Maree Coonan	Proxy Chairperson
111	111	106		Abstain	Michel Mario Fung Hing	Proxy Chairperson
112	112	106		Abstain	Yingneng Diao	Proxy Chairperson
113	113	106		Abstain	Giuseppe and Lidia Scricca	Proxy Chairperson
114	114	106		Abstain	Kim Nairn	Proxy Chairperson
115	115	106		Abstain	Mahesh and Sheetal Kalra	Proxy Chairperson
116	116	106	*	Abstain	Hymie Leonard Lauli Talisau	Not Represented
117	117	84		Abstain	Philip & Kate Smith	Proxy Chairperson
118	118	84		Abstain	Simon & Mary Holtby	Proxy Chairperson
119	119	108		Abstain	Reita Farianti Ferandina	Proxy Chairperson
120	120	108	*	Abstain	Vinodkumar and Manjulaben Patel	Not Represented
121	121	108		In favour	Christopher John Pilbrow	Proxy Donna Pilbrow
122	122	108		Abstain	Janet Ming Sam Yap	Proxy Chairperson
123	123	108		Abstain	Ricardo Figueira	Proxy Chairperson
124	124	108		Abstain	Kurt Martin Kelers & Margot-Anne Barefoot	Proxy Chairperson
125	125	86		Abstain	Lynette Mary Underwood	Proxy Chairperson
126	126	86		Abstain	Wee Koon & Yuet Mei Lee	Proxy Wee Koon Present
127	127	111		Abstain	Terrence, Beverly and Matthew Scott	Proxy Chairperson
128	128	111		Abstain	Ricardo Delgado & Beatriz Rodriguez	Proxy Chairperson
129	129	111		Abstain	Niranjan & Bhavna Niranjan Dave	Proxy Chairperson
130	130	111		Abstain	Wai Ching Lee and Kim Kee Ina Chia	Proxy Chairperson
131	131	111		Abstain	Min Sung Han	Proxy Chairperson
132	132	111		Abstain	Jia Hui Sarah-Ann Lee	Proxy Chairperson
134	Comm 134	124		Abstain	Jento Akang	Proxy Chairperson
135	Comm 135	114		Abstain	Northwest Enterprises Pty Ltd	Proxy Chairperson
136	Comm 136	105		Abstain	J R Starlight Pty Ltd	Proxy Chairperson
137	Comm 137	95		Abstain	NDVK BT Pty Ltd	Proxy Chairperson
138	Comm 138	95		Abstain	Frasers Property AHL Limited	Proxy Chairperson





Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
44	44	107		Abstain	Mahyar Ebrahimi Anaraki	Proxy Chairperson
45	45	107		Abstain	Gregory and Vicki Blankendaal	Proxy Chairperson
46	46	112		In favour	JJG Super Pty Ltd	Proxy Julie Gosby Present
47	47	83		Abstain	Allen and Alison Wallace	Proxy Chairperson
49	49	95		Abstain	Teresa Foster	Proxy Chairperson
50	50	103		Abstain	Alan John & Yvonne Mary Matthews	Proxy Chairperson
51	51	103		Abstain	Chia Chien & Elaine Mee Loo	Proxy Chairperson
52	52	100	*	Abstain	Jessveen Kaur	Not Represented
53	53	77		Abstain	Anna Maria Pasquale	Proxy Chairperson
54	54	100		In favour	Cheng Lai Lee	Cheng Lai Lee Present
55	55	100		Abstain	Eleveld & Virdi Custodian Pty Ltd	Proxy Chairperson
56	56	97		Abstain	Mr P Bridgewater	Proxy Chairperson
57	57	102		Abstain	David Jeffery Smith	Proxy Chairperson
58	58	102		Abstain	CK Mullins Property Custodian Pty Ltd	Proxy Chairperson
59	59	102		Abstain	Geoffrey Yeoman	Proxy Chairperson
60	60	102		Abstain	Peter & Eileen Erzay	Proxy Chairperson
61	61	101		Abstain	Julie Anne Vanderkolk	Proxy Chairperson
62	62	107		Abstain	Matthew & Vanessa Widdison	Proxy Chairperson
63	63	97		Abstain	Sultan Djemal	Proxy Chairperson
64	64	107	*	Abstain	Quok Wei Lim & Ai Xin Loo	Not Represented
65	65	107		Abstain	Xu Ling Zhang Tabak	Proxy Chairperson
66	66	103		In favour	Nicola Passanisi and Sandra Passanisi	Proxy Sandra Passanisi
67	67	107		Abstain	Brenda Lee Borton	Proxy Chairperson
68	68	100		Abstain	Chee Seong	Proxy Chairperson
69	69	81		Abstain	Bert du Plessis	Proxy Chairperson
70	70	81		Abstain	Lee Edward Bamber	Proxy Chairperson
71	71	81		Abstain	Anna Giussepina Wingell and Dale Rocklyn Winzell	Proxy Anthony Tomic
72	72	103		Abstain	Liam Mott and Natasha Risman	Proxy Chairperson
73	73	81		Abstain	Michael David Firth	Proxy Chairperson
74	74	81		Abstain	Sam Barber	Proxy Chairperson
75	75	103		Abstain	Kichul Song	Proxy Chairperson
76	76	81		Abstain	Bryn Woodward	Proxy Chairperson
77	77	81		Abstain	Rony G Cornejo	Proxy Chairperson
78	78	109		Abstain	Ranasinghe Mendis	Proxy Chairperson
79	79	100		Abstain	Jeremy and Hanh Northcole	Proxy Chairperson
80	80	109		Abstain	Mr Yie Siaw	Proxy Chairperson
81	81	109		Abstain	Deborah Lee	Proxy Chairperson
82	82	103		Abstain	Victor Schmid & Lesley Yeo	Proxy Chairperson
83	83	109		Abstain	Geoffrey Yeoman & Arlene Park	Proxy Chairperson
84	84	102		Abstain	Jeffrey Glossop	Proxy Chairperson
85	85	106		Abstain	Baxter Custodian Pty Ltd	Proxy Chairperson
86	86	106		Abstain	James Vincent & Louise Diana Pringle	Proxy Chairperson
87	87	102		Abstain	Mr and Mrs Lucre	Proxy Chairperson
88	88	106		Abstain	Toni & Robert Brewer	Proxy Chairperson
89	89	106		Abstain	Mark & Jane Stokman Custodian P/L	Proxy Chairperson
90	90	106		Abstain	Fitri (Angela) Joewono	Proxy Chairperson
91	91	106		Abstain	Penny Hodges	Proxy Chairperson
92	92	106		Abstain	Martin & Lorraine Jackson	Proxy Chairperson
94	Comm 94	127		Abstain	Conrad & Noma Pty Ltd	Proxy Chairperson



# ATTENDANCE LIST

THE OWNERS OF KINGSTON APARTMENTS  
AGM 2020  
HELD: 24/06/20 5:30 PM



Lot	Unit	U/E	U/F	Vote on Resolution 10.1	Proprietor	Proxy
1	1	100		Abstain	Stephen Deery	Proxy Chairperson
2	2	100		Abstain	Daniel Neys	Proxy Chairperson
3	3	77		Abstain	Su Im Lam	Proxy Chairperson
4	4	100		Abstain	Matthew Wheeler and Kristen Smeltzer	Proxy Chairperson
5	5	100		Abstain	Yang Meng-Chin	Proxy Chairperson
6	6	100		Abstain	David Chisholm	Proxy Chairperson
7	7	100		Abstain	Robinson & Murney Custodian Pty Ltd	Proxy Chairperson
8	8	106		Abstain	Parebia Super Custodians Pty Ltd	Proxy Chairperson
9	9	101		Abstain	Shrimal and Amali Fernando	Proxy Chairperson
10	10	106	*	Abstain	Sunil Karwasra	Not Represented
11	11	101		Abstain	James Anthony Dreckow	Proxy Chairperson
12	12	106		Abstain	Robert Bruce	Proxy Chairperson
13	13	80		Abstain	Cameron and Jane Rosher	Proxy Chairperson
14	14	106		Abstain	David Oakden	Proxy Chairperson
15	15	101		Abstain	Tara Greens Pty Ltd ATF Wright Family Trust	Proxy Chairperson
16	16	106		Abstain	Philip and Clea Wallace	Proxy Chairperson
17	17	101		Abstain	Sharon Kelly	Proxy Chairperson
18	18	106		Abstain	Trevor Steadman	Proxy Chairperson
19	19	101		Abstain	Nelson Das Neves	Proxy Chairperson
20	20	83		Abstain	Caleb and Dimitty Kuzmic	Proxy Chairperson
21	21	101		Abstain	Philip and Michele Eva	Proxy Chairperson
22	22	107		Abstain	Senthill Jegatheesan	Proxy Chairperson
23	23	103		In favour	Warren Henry Leggett	Warren Leggett Present
24	24	103		Abstain	Our Farm Holdings Pty Ltd	Proxy Chairperson
25	25	103		Abstain	Jarrad Olson	Proxy Chairperson
26	26	103		Abstain	Jonathan and Vinaya Ring	Proxy Chairperson
27	27	81		Abstain	David and Michele Youell	Proxy Chairperson
28	28	103		Abstain	Seung Jae Chung	Proxy Chairperson
29	29	103		Abstain	Jeremy Whiffin	Proxy Chairperson
30	30	103		Abstain	David and Samantha Dymond	Proxy Chairperson
31	31	103		Abstain	Renee Lee	Proxy Chairperson
32	32	103	*	Abstain	Michael and Donna Todd	Not Represented
33	33	103		Abstain	Ravindran Pillay & Shyamini Patmanathan	Proxy Chairperson
34	34	81		Abstain	Divya and Ashutosh Srivastava	Proxy Chairperson
35	35	103		Abstain	Celotti Property Pty Ltd ATF Celotti Bare Trust	Proxy Chairperson
36	36	109	*	Abstain	David McNamara	Not Represented
37	37	112		Abstain	Christopher Andrews	Proxy Chairperson
38	38	107		Abstain	Martin Nellis	Proxy Chairperson
39	39	112		Abstain	Corey O'Hara	Proxy Chairperson
40	40	107		Abstain	Kingston Morris Pty Ltd	Proxy Chairperson
41	41	107		Abstain	Judith Russell	Proxy Chairperson
42	42	107	*	Abstain	Philip and Kate Smith	Not Represented
43	43	107		Abstain	Andrew Seale	Proxy Chairperson



i.fresh strata Minutes Annual General Meeting

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- a) pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
- b) at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
- c) carry out and perform the duties of the Strata Company imposed by Section 91(1)(c) of the Strata Titles Act 1985 as may be amended from time to time in respect to their respective Exclusive Use Areas;
- d) take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and
- e) shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.

**Motion Carried, no dissent**

*Please refer to the attached Attendance List for the full voting outcome for each lot*

- 10.2 The Strata Company to resolve by special resolution the by-laws in Schedule 2 – Conduct by-laws of the Strata Titles Act 1985 (WA) (as amended) as they applied to the Strata Company, were REPEALED as follows;

**Bylaw 15. Short Term Accommodation (requested by Lot 50)**

**Motion Lapsed due to lack of support**

**11. Other Matters**

**11.1 Fire Emergency Services Callout**

The meeting discussed and reiterated that should an individual tenancy be the cause of a false fire alarm callout which results in a fee to the Strata Company, this fee will be onbilled to the lot proprietor along with any costs associated with the fire services provider Fireshield. This information is available in the Strata Company bylaws and in the quarterly House Rules document which should be provided to tenants.

**11.2 Insurance Processes**

Lot 106 raised a recent backflow incident which resulted in waste entering into the lot. It was resolved that i.fresh strata would provide further guidance outside of the meeting.

**12. Next Annual General Meeting**

The meeting proposed Wednesday 23 June 2021 for the next meeting.

**13. Closure of Meeting**

With no further business to address, the Chairperson thanks those present and declared the meeting closed at 6:32pm.





3. Legal Action letter to the lot proprietor issued at 90 days detailing the arrears (fees will be imposed on the lot proprietor).
4. At 100 days in arrears, if a debt recovery costs by-law has been registered and if the total lot debt is in excess of \$1,000 the matter will be referred to a Lawyer for follow up. All charges will be on-billed to the offending lot in accordance with the debt recovery by-law for the scheme.
5. At 100 days in arrears, if no debt recovery costs has been registered, the total lot debt will only be referred to a lawyer at the direction of the Council of Owners as the costs for recovery will be the responsibility of the Strata Company.

**9.1 Interest charges on late payment of levies**

On a motion **moved** by Warren Leggett and **seconded** by Anthony Tomic it was resolved that the Strata Company waive interest charges for late payment of levies up to 30 days only.

*Motion carried, no dissent*

**9.2 Recovery of money due to the Strata Company as per Section 116 (1) (f)**

On a motion **moved** by Warren Leggett and **seconded** by Anthony Tomic it was resolved that the Strata Company authorise i.fresh strata to effect a compromise of any action for the recovery of money due to the Strata Company.

*Motion carried, no dissent*

**10. By-law Amendments**

- 10.1** On a motion moved by Warren Leggett and second by Donna Pilbrow it was resolved by resolution without dissent that the by-laws in Schedule 1 – Governance by-laws of the Strata Titles Act 1985 (WA) (as amended) as they applied to the Strata Company, were DELETED and REPLACED as follows;

Exclusive use by-law 28 is **DELETED** and **REPLACED** as follows:

**28. Exclusive Use of Common Property by Lots 134 and 135.**

**28.1.** The proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this by-law as Annexure E in accordance with the terms and conditions set out in by-law 28.3;

**28.2.** The proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this by-law as Annexure E in accordance with the terms and conditions set out in by-law 28.3;

**28.3. Terms and Conditions of Use**

**28.3.1.** When using their respective Exclusive Use Areas identified in Annexure E, the proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;

**28.3.2. The proprietors of Lots 134 and 135 shall each:**



<b>8.3 Utilities Levy</b>			
Levy Period	Utilities	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.91	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.91	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.91	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.91	Exclusive	1 February 2021
Financial Year Total		\$72,800.00	
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.91	Exclusive	1 May 2021

*Motion carried, no dissent*

<b>8.4 Residential Levy</b>			
Levy Period	Residential	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.71	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.71	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.71	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.71	Exclusive	1 February 2021
Financial Year Total		\$54,386.00	
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.71	Exclusive	1 May 2021

*Motion carried, no dissent*

### **8.5 Investment of Surplus Funds**

On a motion **moved** by Anthony Tomic and **seconded** by Warren Leggett it was resolved that the Strata Company to transfer \$55,000.00 contained within the reserve fund which it considers to be surplus to requirements, to be transferred to an interest bearing investment account.

*Motion carried, no dissent*

## **9. Debt Recovery**

The Strata Company acknowledges the following debt recovery procedures;

1. Reminder Notice, to the lot proprietor when their account is 30 days in arrears.
2. Final Notice, to the lot proprietor when their account is 60 days in arrears (fees will be imposed on the lot proprietor).



**7. Proposed Budget forecast of estimated expenditure**

The Strata Company's financial statement of accounts for the period 1 May 2020 to 30 April 2021 as circulated to all owners, was tabled and reviewed as attached to the Notice of Meeting. At the end of the discussion, the following recommended budget estimates were adopted;

**7.1 Administrative Fund**

On a motion **moved** by Anthony Tomic and **seconded** by Warren Leggett it was resolved that the total estimated budget of expenditure from the Administrative Fund of \$587,686.00 exclusive of GST be adopted.

**8. Determination of Levy Contribution**

On a motion **moved** by Anthony Tomic and **seconded** by Cheng Lai Lee it was resolved that the Strata Company declare the following levies for the period 1 May 2020 to 30 April 2021 and that the levy contributions on proprietors for the administrative and reserve funds be payable in advance as outlined below;

<b>8.1 Administration Levy</b>			
Levy Period	Admin	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$5.73	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$5.73	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$5.73	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$5.73	Exclusive	1 February 2021
Financial Year Total \$458,400.00			
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$5.73	Exclusive	1 May 2021

*Motion carried, no dissent*

<b>8.2 Reserve Levy</b>			
Levy Period	Reserve	GST Exclusive	Due and payable by
Pre- Issue 1 – 1 May 2020 to 31 July 2020	\$0.24	Exclusive	1 May 2020
Instalment 2 – 1 August 2020 to 31 October 2020	\$0.24	Exclusive	1 August 2020
Instalment 3 – 1 November 2020 to 31 January 2021	\$0.24	Exclusive	1 November 2020
Instalment 4 – 1 February 2021 to 30 April 2021	\$0.24	Exclusive	1 February 2021
Financial Year Total \$19,061.52			
Next Pre Issue 1 – 1 May 2021 to 31 July 2021	\$0.24	Exclusive	1 May 2021

*Motion carried, no dissent*



- 6.1 On a motion **moved** by Dawn De Cesare and **seconded** by Tony Tomic the meeting acknowledged that the current Insurance Certificate has been circulated to all owners.

*Motion carried, no dissent*

- 6.2 On a motion **moved** by Tony Tomic and **seconded** by Cheng Lai Lee it was resolved that the incoming Council of Owners be instructed to:

- 6.2.3 instruct the broker to source tenders for consideration and provide recommendations to the Strata Company on which cover to proceed with

*Motion carried, no dissent*

- 6.3 Motion Lapsed

It was however resolved to obtain a quote for a valuation for insurance purposes which was to be referred to the incoming Council of Owners. The council to consider proceeding should the cost be under \$2000.00.

*\*i.fresh strata recommend that a valuation is undertaken every 5 years as a minimum*

**Insurance Valuation:** Previous Valuation was undertaken on 3 February 2017 and was valued at \$99,465,000.00.

**Please note:** As a general rule, the Strata Insurance Policy will respond to everything that is permanently attached to the building and common property. Owners and Occupiers are reminded of their individual responsibility to insure Non-Fixed items such as carpets, floating floors, personal belongings of any type i.e. vehicles, store room contents, apartment furnishings and contents, personal belongings stored in vehicles, bicycles, etc.

**General Advice Warning:** Any advice given by the Strata Manager is general advice only. The Product Disclosure Statement and Financial Services Guide from the Insurer is available for perusal.

In the interests of complete transparency, please note that i.fresh strata are a Distributor of Honan Insurance Group (AFS License No. 246749); KBI Group Pty Ltd (AFS License No. 494792) and Body Corporate Brokers Pty Ltd (AFS License No. 244529). As such, we receive a commission of up to 20% which covers our claim administration, sourcing quotes and renewal costs.

**The commission does not vary between suppliers and therefore does not influence the options presented to you. The level of insurance distributor fees or commission does not increase the cost of insurance to the Strata Company. i.fresh strata reserve the right to charge for all insurance claims lodged at \$90.00 per hour or per claim if the insurance is not placed directly with Honan Insurance Group, KBI Group Pty Ltd or Body Corporate Brokers. The amount to be charged is to cover the cost of time spent lodging the claim and to organise and coordinate access for repairs and maintenance.**





### 3. Confirmation of minutes of previous meeting

On a motion **moved** by Donna Pilbrow and **seconded** by Dawn De Cesare it was resolved that the minutes of the previous Annual General Meeting held 26 June 2019 to be taken as read and accepted as a true and correct record.

*Motion carried; no dissent*

#### 3.1 Business arising

Not applicable in this instance as there was no business arising

### 4. Financial Statements

On a motion **moved** by Warren Leggett and **seconded** by Dawn De Cesare it was resolved that the Strata Company's financial statement of accounts for the period 1 May 2019 to 30 April 2020 be adopted as a true and correct record of the financial transactions of the Strata Company for that period.

*Motion carried, no dissent*

### 5. Election of Council of Owners

5.1 On a motion **moved** by Donna Pilbrow and **seconded** by Warren Leggett it was resolved that the Council of the Strata Company consist of 7

*Motion carried, no dissent*

5.2 Nominations were received from:

Warren Leggett	Lot 23
Sandra Passanisi	Lot 66
Anna Wingell	Lot 71
Christopher Pilbrow	Lot 121
Anthony Tomic	Lot 176
Dawn De Cesare	Lot 189
Joel Parker	Lot 190

5.3 The nominees were duly elected to council

5.4 Chairman to declare the successful nominees be accepted as the duly elected members of the Council until the next Annual General Meeting.

A vote of thanks was given to the outgoing Council of Owners. A further vote of thanks was given to Lance Wood for his efforts over the preceding years on the committee.

### **SPECIAL BUSINESS**

#### 6. Insurance

Sections 97-99 of the Act refers to in considerable detail the insurance requirements as they apply to strata schemes. **General Advice Warning:** Any advice given by the Strata Manager is general advice only. The Product Disclosure Statement and Financial Services Guide from the Insurer is available for perusal.



**THE OWNERS OF Kingston Apartments  
STRATA PLAN# 56401**

MINUTES OF THE ANNUAL GENERAL MEETING

Held **Via Zoom (Physical Address: Cockburn Youth Centre, 25 Wentworth Parade,  
Success)** on **Wednesday 24 June 2020** Commencing at **5:30pm**

**PROCEEDINGS**

**PRESENT:** (In person or by proxy)

See attached Attendance Register

**APOLOGIES:**

Those listed as proxies on the attached attendance register

**NON PROPRIETORS PRESENT BY INVITATION**

Simon Jorgensen representing i.fresh strata

**STRATA COMPANY ATTENDANCE REGISTER**

The Strata Company attendance register was circulated and updated.

**1. Appointment of Chairperson for the meeting**

Simon Jorgensen welcomed those present and reiterated to all of the current meeting procedures and etiquette.

It was resolved that Simon Jorgensen be authorised to conduct the meeting and to record the minutes for the same meeting.

*Motion carried, no dissent*

**2. Quorum and Verification of Proxies**

The Chairperson confirmed that the meeting was properly constituted and all proxies held were valid.

A quorum was declared with 182 of the 182 financial lots/units represented in person or by proxy.

The meeting was declared open at 5:31pm and able to proceed to consider and determine the business within the notice and agenda.



**Owners of KINGSTON APARTMENTS  
2 SIGNAL TERRACE, COCKBURN  
Strata Plan 56401**

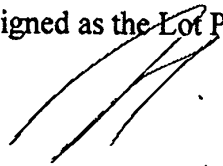
**Consent to Exclusive Use**

I, **JENTO AKANG**, as lot proprietor of Lot 134 on Strata Plan 56401

Confirm and acknowledge my acceptance of the requirements and obligations provided to myself as the lot proprietor for the Exclusive Use of the Common Property areas as defined within Schedule 1 Governance By-law 14.

I understand and provide an undertaking to comply with the requirements of Schedule 1 Governance By-law 14.

Signed as the Lot Proprietor:



Dated: 20 October 2020



**Owners of KINGSTON APARTMENTS**

**2 SIGNAL TERRACE, COCKBURN**


**Strata Plan 56401**

**Consent to Exclusive Use**

I, **Northwest Enterprises Pty Ltd,** as lot proprietor of Lot 135 on Strata Plan 56401 confirm and acknowledge my acceptance of the requirements and obligations provided to myself as the lot proprietor for the Exclusive Use of the Common Property areas as defined within Schedule 1 Governance By-law 14.

I understand and provide an undertaking to comply with the requirements of Schedule 1 Governance By-law 14.

Signed as the Lot Proprietor:

  
\_\_\_\_\_

Dated: 20/10 2020





FIRE SAFETY ENGINEERING REPORT  
STAGE 1A AND 1B LOT 8 COCKBURN CENTRAL  
COCKBURN  
Prepared For  
Australia



3.3	Australand to consider Council & FESA comments in light of future budget allocation for the overall development	Australand	
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Should you have any queries concerning these minutes, please do not hesitate to contact our office on 08 9330 7476, or David Cooley on 0400 544 333, or contact via email at [davidc@milestonebc.com.au](mailto:davidc@milestonebc.com.au)

Yours sincerely

**David Cooley**  
Director  
MILESTONE BUILDING COMPLIANCE

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2.7	(SK) advised that FESA policy GLOB for the deletion of pumps and tanks is currently withdrawn for internal review of the Policy. It is likely that for any future stage of buildings over 2 storeys would not be supported for the FESA intervention to boost the system	Noted	Prior to FESA lodgement
2.8	(JM) advised that any approved City of Cockburn Alternative Solution requires details to form part of the Strata By-Laws so that all owners and future owners are aware of their obligations.	Australand	Prior to approval of any Alt. Solution
2.9	(JM) had concerns with the interconnection of 5x separate fire compartments each containing less than 40 car bays – even though it will be deemed to satisfy BCA building solution. There are concerns of: <ul style="list-style-type: none"> <li>• Maintenance for fire shutters versus sprinklers;</li> <li>• The ability of FESA to effectively approach, attack, and control a fire in the car park.</li> </ul> (JM) advised that his initial response to the approach of subdividing the car park into 5x separate parts would be to install sprinklers to all parts, in lieu of any fire separation. (JM) advised that once the Building Application was received it would undergo at least a Building Surveyor peer review process, and potentially a Fire Engineering peer review.	Design Team	-
2.10	(DC) advised that prior to the Building Application being lodged with Council, another meeting would be held to go over the design.	Milestone	Prior to lodging the BA
<b>3.0 KEY ACTIONS ARISING FROM MEETING</b>			
		<b>ACTION</b>	<b>DU E BY</b>
3.1	Whilst the division of the carpark into 5x separate fire compartments would be deemed to satisfy BCA solution, Council raised concerns about the practicalities of the effective operation of the fire compartment approach – when sprinklers may be a better alternative in the longer term. Council would consider sprinklers favourably over any other fire compartmentation approach	Design Team	-
3.2	Other options available to the developer to gauge whether the cost of designing out the sprinklers is better than retaining them – could include: <ul style="list-style-type: none"> <li>• The applicant could lodge a 'preliminary' Building Application with Council for assessment and pay a percentage of the overall costs for the development as part of the Building Application fee. This is to gauge whether Council would support the deletion of sprinklers to the carpark – before lodging the main Building Application.</li> <li>• Alternatively, the applicant could lodge the full Building Application to Council and if Council determines the application refused in terms of the proposal to subdivide the carpark into 5x fire compartments, the applicant could lodge an appeal against a condition of the Building Licence to the State Administrative Tribunal.</li> </ul>	Design Team	-



2.2	<p>Ivan Terhave (IT) gave an overview of the 4 stage development.</p> <p>Over the car park for Stage 1a there will be 4 levels of apartments (Class 2). Stage 1b comprises an open space landscaped area over the car park.</p> <p>Stage 1a &amp; 1b comprise 47 car bays and over all it is proposed that all 4 stages will provide a total of 150 bays.</p> <p>Future buildings are subject to DA approval and could be up to 5 storeys in height.</p>	Noted	
2.3	<p>(DC) discussed the proposal of subdividing the car park into 5x fire compartments and that the proposal will be made to comply with the deemed to satisfy requirements of the BCA. The building will comply with Type A construction for the purposes of the BCA.</p> <p>Julie Saunders (JS) added that the fire separation between the fire compartments will be fire resisting walls and openings will be either a compliant sliding fire door with an FRL of -120/30 OR 2x fire shutters, one on each side of the doorway and each having an FRL not less than 1/2 that required for the firewall except that each shutter must have an insulation value of at least 30. The FRL insulation value would be achieved by a sprinkler head on either side of the door.</p>	Milestone / Complete Fire Design	
2.4	<p>(JW) questioned the interaction &amp; sequencing of emergency equipment within each different fire compartment and how they would operate in fire mode. (JW) advised it is important that FESA are able to quickly and effectively identify which fire compartment is in fire mode and how best to approach the fire in a carpark.</p> <p>(DC) advised that a matrix Table showing the sequence of operation of emergency equipment operating in fire mode could be provided with the Building Application for review. This would show in Table format e.g. detector activation, sliding fire door shut, car park ventilation system ramps up to full capacity etc.</p>	Design Team to develop matrix of services operation in fire mode	Prior to BA lodgement
2.5	<p>Ralf Boeyffo (RB) discussed that an Alternative Solution would be sought for Stages 1a &amp; 1b whereby fire hydrant pumps and tanks were proposed to be omitted with reliance on FESA to boost the system.</p> <p>The remainder of the development is proposed to have a ring main and a separate booster connection for each stage i.e. 4x stages with 4x separate boosters</p> <p>Stephen Koel (SK) recommended that at each booster, attack pressures should be available in the ring main at all times.</p>	Wood & Grieve Fire Hydraulic	Provide details with the Council BA & to FESA
2.6	<p>John Franklin (JF) recommended that an FIP be provided for each separate stage and that the carpark be identified as common to all stages. (JF) also indicated that each zone should be separately identified on a panel as part of an addressable smoke detection system.</p> <p>(JF) advised that Geoff Morton from Amross be contacted to discuss the design of any FIP system. It is critical to obtain their comments before proceeding toward further detection system design.</p>	Fire Electrical consultant to contact Geoff Morton to discuss design approach of FIP	Prior to BA lodgement



APPENDIX A MINUTES OF MEETING



consultant building surveyors

Minutes of Meeting - Monday 14<sup>th</sup> February 2011

LOT 8 COCKBURN CENTRAL

A preliminary Building Application meeting was held with the City of Cockburn FESA and the Design Team to discuss the proposed residential development and associated car park at Lot 8 Cockburn Central. The meeting was held at City of Cockburn offices, 9 Coleridge Crescent, Spearwood. These minutes were taken by David Coakley and issued 16<sup>th</sup> February 2011.

Meeting commenced 10.30am. In attendance were:

John West (JW) - Principal Building Surveyor City of Cockburn	Neil Olsen (NO) - Senior Building Surveyor City of Cockburn
John Franklin (JF) - Fire Safety Officer Fire & Emergency Services WA / FESA	Stephen Ewell (SE) - Fire Engineer, Fire & Emergency Services WA / FESA
Tony Holmes (TH) - Project Manager Australand	Irene Tedesco (IT) - Contract Administrator Australand
Bill Bepple (BB) - Wood & Green Engineers Architectural Consultants	John Smeadon (JS) - Consultant Fire Design, Fire Engineer
David Coakley (DC) - Milestone Building Compliance Building Code Consultant	

1.0	INTRODUCTION	ACTION	DUE BY
1.1	<p>The purpose of the meeting was to discuss with the City of Cockburn &amp; FESA the proposed the separation of the car park into 2 parts each containing less than 40 car bays and to remove the requirements for sprinklers.</p> <p>The meeting was also held to discuss the overall phased construction of the Lot 8 development into 4 stages.</p> <p>Currently Planning Approval has only been granted for Stages 1a and 1b - which will be the subject of the Building Application to be lodged with Council during early April 2011.</p>	<p>Noted</p>	-
2.0	DISCUSSION	ACTION	DUE BY
2.1	<p>John West (JW) questioned whether the development will be subdivided or separate green title lots? Tony Holmes (TH) advised that the development at Lot 8 would be a built up site.</p>	<p>Noted</p>	-

Suite 7, Lot 1000, 5/7 Central Park, Australand, WA, 6154  
PO Box 2218, Perth, WA, 6001  
AOC: 127 611 620

www.milestone.com.au  
Ph: 627 922 7476

10 December 2012

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## 8.0 REFERENCES

Australian Building Codes Board (ABCB) 2010a *BCA 2010, building code of australia, class 2 to class 9 buildings, volume one*, ACT, Australia.

Australian Building Codes Board (ABCB) 2010b *Guide to the BCA*, ACT, Australia.

Australian Building Codes Board (ABCB) 2005, *International fire engineering guidelines*, 2005 edn, Australian Building Codes Board, Canberra, Australia.

## 7.0 FIRE SAFETY MEASURES

This section establishes the fire safety measures that are required within the proposed development for the Alternative Solution presented within this FSER to satisfy the Performance Requirements of the BCA. All other items not addressed by this section are to be designed by others to comply with the DTS Provisions of the BCA.

### 7.1 Compartmentation

The compartmentation is to be in accordance with the DTS Provisions of the BCA. As part of this compartmentation fire rated bulkheads and smoke fire rated doors are to bisect the common residential corridor to form horizontal exits. The doors are to be fitted with smoke seals to prevent the spread of smoke.

### 7.2 Egress

The egress provisions within the building are to comply with the DTS Provisions of the BCA with the exception that the smoke and fire doors within the common residential corridor are permitted to swing against the direction of egress. As a part of the justification for this Alternative Solution the doors are to be held open by hold open devices activated by smoke detectors located within 1.5 m of the doors. The doors are required to swing towards the nearest fire isolated exit, i.e. the western doors are required to swing west and the eastern doors east.

### 7.3 Atrium

It has been demonstrated that it is not required for the atrium to comply with all the DTS requirements of Part G3 of the BCA. Specifically it has been demonstrated that the atrium well is not required to contain a cylinder with a diameter of 6 m, the bounding construction is not required to be located within 3.5 m of the atrium well, the roof is not required to be fire rated and a sprinkler system, and an AS1670.4 compliant alarm system can be omitted.

### 7.4 Fire Safety Management

The development is to be well maintained with respect to fire safety. The management policy and procedures are to include:

- good housekeeping/fire prevention with combustible packaging removed from the building;
- identification of essential services;
- regular maintenance of all fire safety systems and essential services.

It is important that the building continues to be maintained with a good fire safety management system. This will reduce the possibility of a severe fire and assists in the provision of adequate risk to life safety for the occupants of the premises.



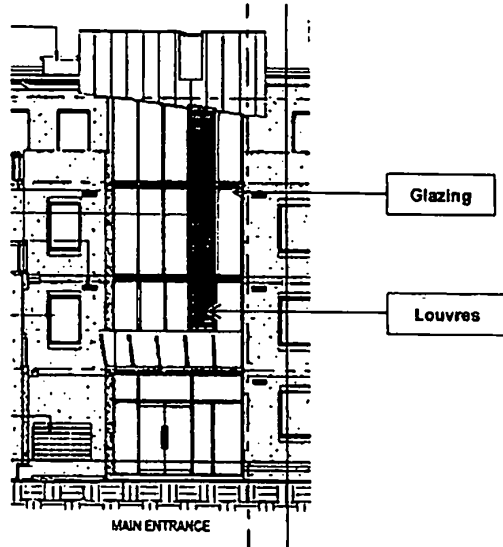


Figure 9 Elevation of Atrium

#### 6.4 Conclusion

It has been demonstrated that given the design of the atrium and its associated regions, and where the fuel load within this space is likely to be limited it is not necessary to comply with all the DTS Provisions of Part G3 of the BCA. The level of risk to occupants and their ability to evacuate will not be detrimentally impacted.

Hence, compliance with Performance Requirements CP1, CP2, EP1.4, EP2.2 and EP4.3 has been demonstrated.

construction is set back 3.5 m, the floor area of the surrounding corridor over which fire and smoke could spread is approximately 43 m<sup>2</sup> on a given floor level. Within the subject building, the floor area of the common corridors contained between the horizontal exits on the typical upper levels is only approximately 30 m<sup>2</sup>. The extent of spread of fire and smoke that may occur is thus considered to be no greater than in a DTS compliant scenario.

#### 6.3.4 Protection of the Roof

The DTS Provisions require that either the roof be protected with a sprinkler system or be fire rated. In the subject building this would require an FRL of 90/60/30. It has been previously demonstrated that given the building is for residential purposes only the entry foyer and corridors are expected to have a low fuel load. If a single item was to ignite it is not expected that sprinklers will activate as the fire would be of limited duration, heat release rate and the smoke temperature likely to be below the activation temperature of the sprinkler bulb. It is expected that where the fire is not large enough to activate the sprinklers the smoke temperature at the top of the atrium will be no worse than in a DTS complaint building where the sprinklers have not activated and thus the risk of structural instability is no greater.

In the unlikely event that a larger fire does occur which results in failure of the atrium roof, it is not considered that individuals would be present in this space at the time. If the fire was located at the base of the atrium then the presence of the fire itself would prevent individuals from being in this immediate location (noting that this would be a large fire as required to create sufficient heat to cause failure of the roof), and if the fire was on an upper floor level it is considered that Fire Brigade would enter the building and travel to the appropriate floor via the fire isoated stairs at the extremities of the corridors.

#### 6.3.5 Omission of a Smoke Exhaust System

The DTS Provisions of the BCA require that where a mechanical air-handling system is present in a building containing an atrium, it must comply with AS 1668.1, except where varied by Clause 3 of Specification G3.8. This is to ensure that the system design addresses any specific risks associated with the presence of the atrium. It is noted that the DTS Provisions do not require that a smoke exhaust system be provided unless already required within the building, in which instance the specific requirements applicable to an atrium are to be met.

As the building has an effective height of less than 25 m a smoke hazard management system is not required under DTS Provisions. As no mechanical air handling systems are present in the corridor this component of Clause G3 is not applicable.

It is noted that as a component of the design of the building there are to be power operated glass louvers on the external face of the entry void lobby; refer to Figure 9. Where necessary these vents can be opened following a fire event to assist in the venting of any smoke from the building.

#### 6.3.6 Emergency Warning and Intercommunication System

Specification G3.8 requires that the building's alarm system comply with AS1670.4, thus requiring a voice message and WIPs. This system allows for the broadcast of an evacuation tone, facilitates the communication between and within evacuation zones and allows for communication for Fire Brigade and building management. As the building is a residential building of only four storeys it is considered that such provisions are not required as the evacuation itself is not likely to be coordinated. In the event of a fire where smoke spreads into a communal area, the building wide alarm will activate alerting occupants. Without the presence of on-site Building Management at this time WIPs are not considered to be of benefit. When Fire Brigade arrive on site, given the height of the building, they will still be able to utilise their two-way radios for communication and thus also do not require use of an EWIS.

source feature would be located on the far side of the road at a distance greater than 6 m from the external wall.

The walls that are perpendicular to the public corridor are not considered to be a risk in terms of occupant egress or fire spread as they will have a fire resistance level (FRL) of 90/90/90 which is deemed sufficient to protect occupants within a public corridor of a Class 2 building from a fire within the adjacent SOU.

In addition to the above aspects which limit the risk to occupants, is noted that no one is required to pass the atrium in order to reach an emergency exit with alternative routes being available.

### 6.3.3 Bounding Construction

The BCA requires that the bounding construction of an atrium be located within 3.5 m of the atrium well. A concession exists that allows three levels to be connected if one of those levels is at the level of egress and the floor area of these storeys are less than the maximum areas permitted in Table C2.2. The bounding construction on the Ground, First and Second floors is thus considered to be compliant however the bounding construction on the top floor is not.

The bounding construction on the third floor, as shown in Figure 8, wraps around the edge of the SOUs. The fire doors and associated bulkhead within the public corridor form part of the bounding construction.

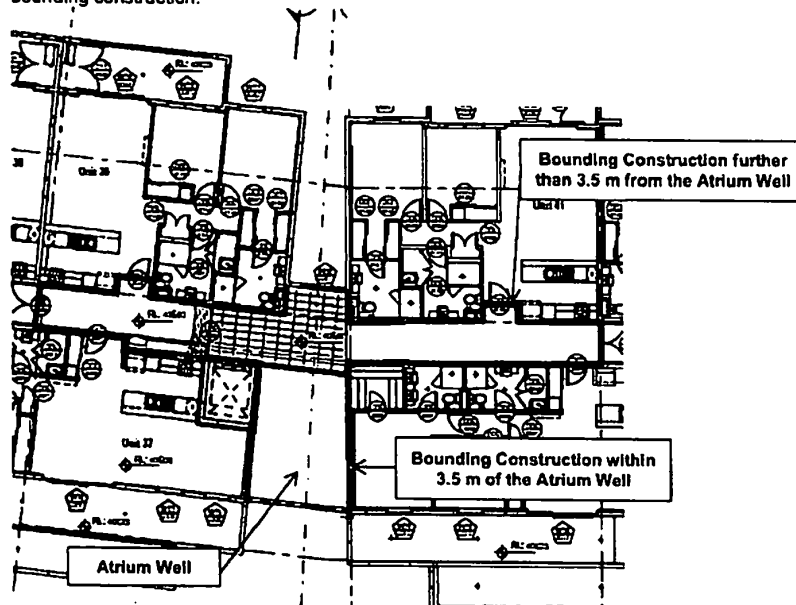


Figure 8 Atrium bounding construction on the Third floor

The Guide to the BCA (ABCB 2011b) states that the requirement for the bounding construction to be located within 3.5 m of the atrium well is to limit the potential spread of fire and smoke within a building. It is considered that within the subject building this intent is met as the space through which the hazardous fire products can spread is limited by the compartmentation within the corridor, which itself is only present on one side of the atrium. In a DTS compliant building where an atrium has the minimum permitted dimensions of a 6 m diameter and the bounding

previously, such a fire is expected to have a limited size preventing fire from spreading from level to level. The bounding construction between the SOUs and the public corridor and entry lobby will prevent the fire from spreading into the residential units where there is a significant quantity of fuel.

Where the fire growth and spread is limited by the low fuel load it is not expected that a fire which Fire Brigade is unable to control will develop.

### 6.3.2 Atrium Well Dimensions

The atrium well is defined by the BCA as being the space in an atrium bounded by the perimeter of the openings in the floors or by the perimeter of the floors and the external walls. The atrium well within the subject building, as highlighted in Figure 7, is a trapezoidal shape with dimensions of 5.5 m by 3.7 m. The DTS Provision of the BCA requires that an atrium well be capable of containing a cylinder with a horizontal diameter of 6 m.

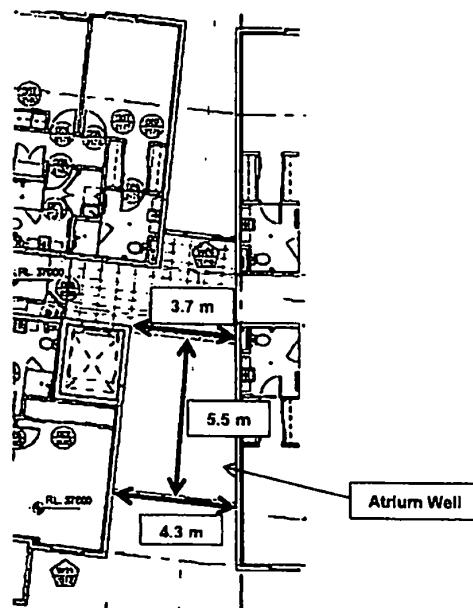


Figure 7 Atrium Well Dimensions

The Guide to the BCA (ABCB 2011b) states that the 6 m separation is equivalent to that between unprotected openings in external walls of adjoining buildings. The purpose of this separation is to reduce the effect of radiant heat from a fire:

- affecting occupants evacuating on the other side of the atrium well; and
- igniting materials on the other side of the atrium wall.

The occupants evacuating within the atrium are unlikely to be detrimentally affected by the dimensions of the atrium well. The occupants are only able to access one side of the atrium well and the risk of fire spread from the other sides is considered minimal. The opposite side of an atrium is an external glazed wall. For fire to affect the occupants from beyond this space the fire would be located outside the building. As this wall faces the street it is expected that any fire

The parts of the building directly associated with the entry lobby void are only used for the access of residents and their visitors to the SOUs. Being an apartment building rather than an office development, it is considered unlikely that the entry foyer would have a lavish display present within that may comprise of a significant fuel load. It is however acknowledged that there may be limited fuel items within the public lobby on the Ground floor, i.e. a couch or pot plant. The upper level corridors connected via the void space are unlikely to have any significant combustible fuel loads presents, this being an unsecure environment in which to locate their possessions.

Considering the limited fuel load likely to be present and also the limited ignition sources, it is considered unlikely that a fire will occur within the lobby. If such an event was to occur, as only isolated items of fuel may be present it is expected that the fire would be limited in size with further spread unlikely. Self-extinguishment is expected to occur if intervention by an occupant does not occur prior. The need for a sprinkler system in this instance is not considered to be warranted as unless a larger fire was to occur, activation of the system would be unlikely.

#### 6.3.1.1 Fire Spread

In a building of Type A construction the BCA requires building features that prevent the spread of fire between floors e.g. fire rated floors and vertical separation of openings. Where a sprinkler system is provided the BCA permits up to three floors to be connected with the BCA assuming that the sprinklers will prevent the fire from spreading between floors.

In the subject building, due to the low fire load within the common areas it is not expected that a fire of significant size will develop. In the unlikely event that a larger fire did develop, for fire spread to occur there needs to be a fuel load for it to spread to. The upper levels of the interconnected space that are within the same fire compartment only consists of the common corridor. As noted above a fuel load is unlikely to be located in these regions as it would prevent the occupants using it as a pedestrian path. Occupants are unlikely to leave goods in the common corridors due to the associated security risks and also common courtesy to other occupants of the building.

#### 6.3.1.2 Occupant Life Safety

The omission of sprinklers is not expected to have a detrimental impact on occupant life safety. The occupants who may be affected by a fire within the atrium and associated regions are those located in the four central SOUs. The occupants of the other SOUs are not expected to be exposed to smoke from the fire due to the presence of the fire doors within the common corridors. This results in a travel distance of approximately 6.5 m to the closest exit from an SOU which is compliant with DTS Provisions. The occupants will be alerted to the fire by the smoke detection and alarm system located within the common areas of the building.

It is noted that while the sprinkler system will control the fire it will not prevent the spread of smoke. The fire rated bulkheads and doors that are located within the public corridors will however prevent smoke from spreading to the other parts of the building. As these doors are also required to be smoke doors they will be fitted within smoke seals providing an additional fire safety measure to prevent smoke spread throughout the building.

#### 6.3.1.3 Fire Brigade Intervention

A sprinkler system will assist Fire Brigade in carrying out their operations. Typically heat from the fire will activate a sprinkler head, which in turn activates a direct brigade alarm to call Fire Brigade to the fire. The sprinkler spray will control or extinguish the fire prior to the arrival of the Fire Brigade only, requiring fire-fighters to undertake final extinguishment and salvage operations. Where a building is not sprinkler protected, fire-fighting operations may be more onerous potentially including search and rescue, fighting the fire and protection of exposed properties.

In the subject building if a fire develops within the lobby entry void the only areas likely to be affected will be the public areas of the building in the immediate vicinity. As discussed

## 6.0 ASSESSMENT 3 – NON-COMPLIANT ATRIUM

This assessment presents justification for an Alternative Solution to not meet all the DTS requirements of Part G3 of the BCA for the atrium connecting the four stories of the building within the residential part of the building. It will be demonstrated that as the atrium only connects the entrance lobby and public corridors, and other areas of the building are fire separated from it, the fuel load and hence the potential fire size within the atrium is limited. It will also be discussed that occupants are able to escape from the regions directly associated with the void space via the horizontal exits within the common corridors.

Compliance with Performance Requirements CP1, CP2, EP1.4, EP2.2 and EP4.3 will be demonstrated.

### 6.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

### 6.2 Hazard Identification

This section identifies the hazards associated with not meeting all the DTS requirements of Part G3 as discussed below:

- A potential fire hazard associated with having an atrium well that cannot accommodate a cylinder with a diameter of 6 m is that opposite sides of the atrium well may be located within a close proximity. This may lead to occupants on the opposite side of the atrium being exposed to high levels of radiant heat or fire spread occurring across the atrium well.
- Due to the location of the horizontal exits within the building the bounding construction around the atrium will in places be located more than 3.5 m from the atrium well. This could potentially allow a fire to spread to a greater extent within the building.
- A potential hazard associated with not sprinkler protecting the atrium is that a fire may develop which may spread vertically within the building. Where sprinkler protection nor fire rating of the roof membrane is provide there is potential that during a fire the roof may suffer structural damage and potentially collapse. This can be dangerous to Fire Brigade personnel that may be present within the building and may have a detrimental effect on the performance of other fire safety measures within the atrium, i.e. any smoke exhaust fans present at roof level.
- A potential fire hazard associated with not having an AS1670.4 compliant alarm system is that building management will not be able to coordinate an evacuation in the event of an emergency and the alarm system will not incorporate a voice message.

### 6.3 Assessment

#### 6.3.1 Omission of Sprinklers

The DTS Provisions of the BCA require that where more than two stories are connected by a void space or open stair that a sprinkler system is installed. As the entry lobby void connects all four stories this area is required to be sprinkler protected under the DTS Provisions.

The interconnected parts of the building are the Ground floor lobby, First, Second and Third floor corridors. The SOUs are fire separated from this area by their bounding construction. The eastern and western parts of the corridor are also fire separated by the fire rated bulkhead and doors that bisect the corridors to provide DTS compliant separation of exits.

required to occur simultaneously, i.e. fires would need to occur in multiple SOUs at the same time. Given the low likelihood of a fire in the first instance, this is not considered to be a credible fire scenario, nor one which the BCA would typically require to be considered.

#### **5.4 Conclusion**

It has been demonstrated that it is acceptable for the occupants in the central section of the building to have access to two horizontal exits where these enable DTS compliant travel distances and the fire door sets forming the horizontal exits are typically held open. Occupant evacuation will not be hindered as they will be able to travel to a safe place from which they can continue their evacuation of the building.

Hence, compliance with Performance Requirement DP4 and EP2.2 has been demonstrated.

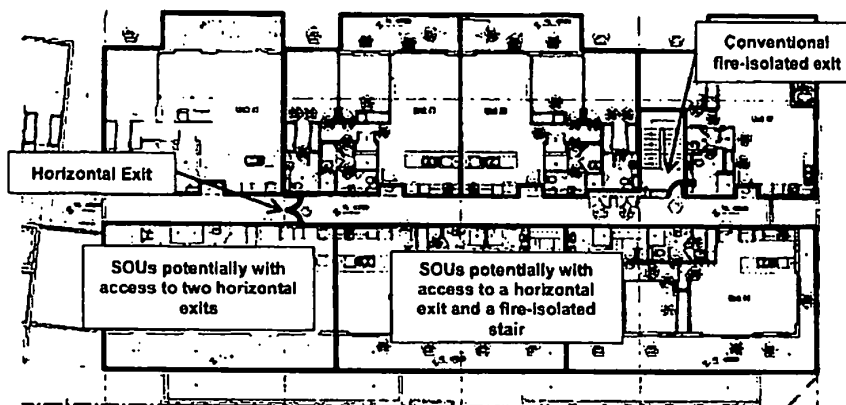


Figure 6 Eastern side of the building (Third floor)

Under normal conditions the fire doors are to be held open by electromagnetic hold open devices and will not obstruct the flow of occupants. The doors are to automatically close if either of the smoke detectors located within 1.5 m of each side of the door is activated. Thus the fire doors will only close in the event that smoke is detected near to the doorway.

There are two potential fire scenarios that need to be considered. The first is a fire at either end of the building where the smoke spills into the corridor between one of the horizontal exits and the fire-isolated stairs, i.e. from a blue SOU. The second scenario that needs to be considered is where smoke spills into the corridor between the two horizontal exits i.e. from one of the yellow SOUs.

In the first scenario the smoke may spill into the corridor and spread laterally. When the smoke reaches the smoke detector located on the near side of the closer horizontal exit, the detector will activate and the hold open device release. The /90/30 door will close and is expected to prevent further smoke spread. The other fire door will remain open and all occupants will have direct access to a conventional exit. Occupants are not expected to travel through the horizontal exit from the non-smoke affected part. In the event that they do open the door they will see smoke and be able to retrace their steps to the nearby conventional exit. As the door is self-closing it will automatically close behind the occupant, limiting the extent of smoke spread. This is considered to be the same scenario as if an exit was unavailable in a DTS compliant building.

Where the fire is located so that the smoke spills into the corridor between the horizontal exits it is possible that both sets of fire doors will close. The occupants at either end of the building would have access to a conventional exit and a horizontal exit as in the previous scenario. The occupants in the centre of the building will however only have access to horizontal exits, this being non-compliant with the DTS Provisions.

The Guide to the BCA states that the purpose of requiring access to a conventional exit is that after escaping to the place of safety it should not be necessary to return to the area being evacuated to continue to evacuate the building. This is consistent with the evacuation strategy from the subject building, whereby once an individual travels from the central compartment through a horizontal exit it should not be necessary for them to return to the central area of the building to continue their evacuation. After passing through the horizontal exit they will be to reach a fire-isolated stairway at the end of the corridor in order to complete their evacuation from the building.

Given the presence of the smoke compartmentation, for both horizontal exit doors to be closed and a fire isolated stairway unavailable, it is considered that more than one fire would be



## 5.0 ASSESSMENT 2 – HORIZONTAL EXITS

This assessment will demonstrate that it is acceptable for more than 50% of the exits from the central part of the building to be horizontal exits, as would occur where both doors are closed. The justification will demonstrate that the potential provision of only horizontal exits will not hinder occupant evacuation.

Compliance with Performance Requirement DP4 and EP2.2 will be demonstrated.

### 5.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

### 5.2 Hazard Identification

A potential fire hazard caused by having more than half the exits being horizontal exits is that occupants may not have direct access to a place of safety, limiting their ability to escape without exposure to hazardous products.

### 5.3 Assessment

Under the DTS Provisions of the BCA no more than 50% of the exits from a fire compartment are permitted to be horizontal fire exits. This is satisfied within the building with the exception of the SOUs that discharge into the central section of the communal corridors between the fire doors, which form horizontal exits when closed. The horizontal exits are required so that travel distances from the SOUs to an emergency exit comply with the DTS Provisions. Figure 5 and Figure 6 show the location of the subject exits and SOUs.

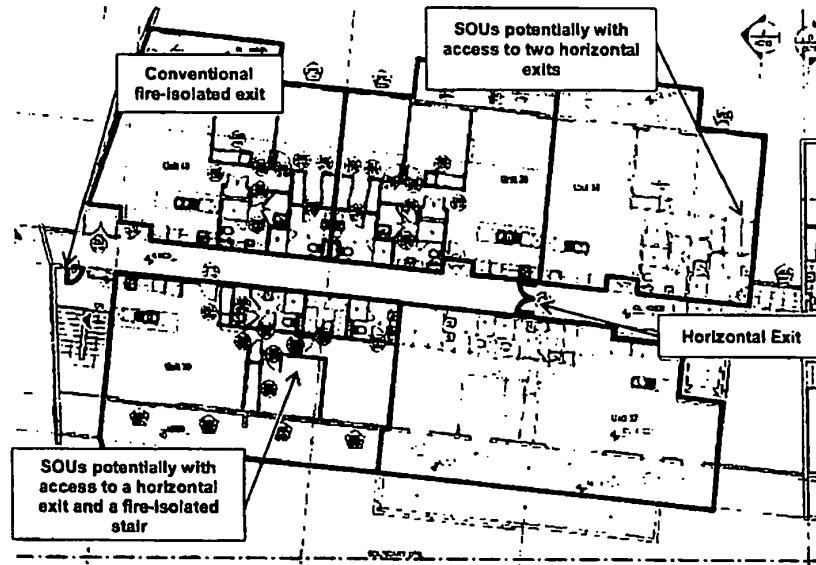


Figure 5 Western side of the building (Third floor)

Type of Occupancy	Area (m <sup>2</sup> )	Occupants Load (m <sup>2</sup> /person)	Number of Occupants
Subject Building – East	11 bedrooms	2 per bedroom	22
Subject Building – West	8 bedrooms	2 per bedroom	16

From these results a much larger number of people may be required to travel through a DTS compliant door that swings against the direction of egress than in the subject building. The most appropriate comparison is considered to be with the dormitory as these occupants will have similar characteristics to those in the subject building, i.e. they may be asleep at the time of a fire. In this occupancy up to 40 occupants may be present compared to 22 in the subject building.

The Guide also notes that this only applies to doorways forming part of the required exit and that it does not apply to other doorways including those within a path of travel to an exit. Swinging doors not associated with a fire-isolated exit or horizontal exit could therefore be present within the corridor, swing against the direction of travel, and be compliant. The effect on an occupants evacuation time in such a scenario is considered to be equivalent to the subject scenario but without the benefit of reaching a place of relative safety after travelling through the doors.

The swing of the doors is not expected to have a negative effect on Fire Brigade intervention as fire-fighters typically travel against the direction of egress and therefore against the direction of swing.

#### 4.4 Conclusion

It has been demonstrated that it is acceptable to have the fire doors forming required exits within the public corridors swing against the direction of egress. This justification is based on the relatively low number of people who may be required to use the doors and associated level of risk.

Hence, compliance with Performance Requirements DP2 and DP4 has been demonstrated.

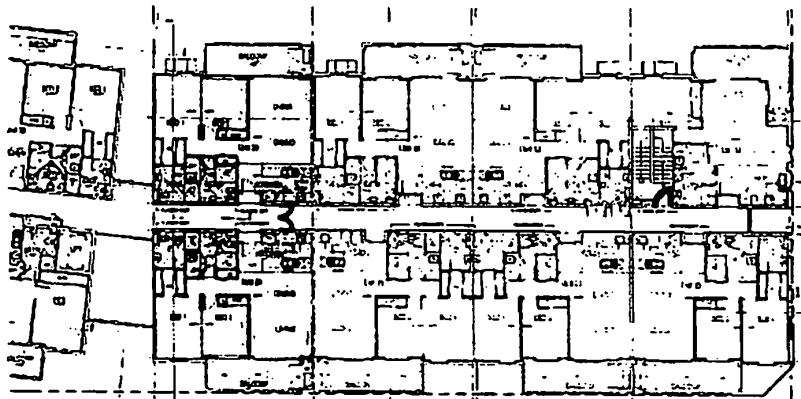


Figure 4 Typical floor east

The occupants within the four centre SOUs (highlighted in blue) have compliant door swings independent of the direction in which they travel. The occupants of the SOUs at either end of the building are not required to travel through the doors if they use the fire-isolated exits at the ends of the building. They will only encounter a door swing against the direction of egress if they have to use the fire-isolated stair at the other end of the building in which case only the first set of doors swing against the direction of egress.

The doors are to be held open on hold open devices under normal conditions. The hold open devices will be connected to smoke detectors located within 1.5 m of each side of the door which if activated will cause the doors to close. Occupants will thus only travel against the direction of swing if the doors close.

The Guide to the BCA (2010b) states that the intent of Clause D2.20 is to minimise the risk that a door may obstruct a person evacuating. This risk is further expanded, stating that if a door swings against the direction of egress, the first person to it may not be able to open it because of the pressure of the other people behind them.

A concession exists for exits serving a part of a building that has a floor area of less than 200 m<sup>2</sup>. This concession is explained by the Guide as the number of people likely to use the door will probably be low and this minimise the risk of opening the door towards the person attempting to gain egress.

The worst case scenario is considered to be where the occupants from the eastern end of the building are required to evacuate via the western fire-isolated stair case. In this scenario the occupants from five two-bedroom SOUs and one one-bedroom SOU are potentially required to evacuate through the doors. Assuming an occupant load of two people per bedroom, up to 22 people may need to evacuate through these doors.

Table 6 provides a comparison between the number of people within the subject building and in various occupancies loads contained in Table D1.13 of the BCA.

Table 6 Comparison of Occupant Load

Type of Occupancy	Area (m <sup>2</sup> )	Occupants Load (m <sup>2</sup> /person)	Number of Occupants
Café, church, dining room	200	1	200
Dormitory	200	5	40
Office	200	10	20
Shop	200	3	67

#### 4.0 ASSESSMENT 1 – DIRECTION OF DOOR SWING

This assessment will describe and justify the Alternative Solution to have the fire doors within the residential common corridors swing against the direction of egress. The justification will show that the direction of door swing will not have a detrimental effect on occupant egress where the doors form horizontal exits, only close when smoke is detected in their immediate vicinity, and the number of occupants required to travel against the swing of the door is relatively low.

Compliance with Performance Requirement DP2 and DP4 will be demonstrated.

##### 4.1 Level of Analysis

This fire safety analysis will be conducted in accordance with accepted engineering practices and with the methodology outlined in the International Fire Engineering Guideline (ABCB 2005). The analysis will be qualitative and absolute.

##### 4.2 Hazard Identification

The hazard associated with having doors swing against the direction of egress within the building is that occupants may have additional difficulty in evacuating where they have to open the door towards them. This may result in a delay in evacuation increasing the risk that occupants may be exposed to hazardous conditions.

##### 4.3 Assessment

The DTS Provisions of the BCA require that doors must swing in the direction of egress unless they serve a part of the building with a floor area of less than 200 m<sup>2</sup>. The fire doors within the corridor only swing one direction. The location of the fire doors is shown for the western side of the building in Figure 3 and the eastern side in Figure 4.



Figure 3 Typical floor west

### 3.2 Occupant Characteristics

The expected occupant characteristics are described below.

Distribution	<ul style="list-style-type: none"> <li>• Number</li> <li>• Gender</li> <li>• Age</li> <li>• Location</li> </ul>	Occupants may be located throughout the building, be of various ages and be male or female.
State	<ul style="list-style-type: none"> <li>• Awake / asleep</li> <li>• Intoxicated / sober</li> <li>• Unconscious / fully conscious</li> </ul>	Occupants may be awake or asleep and intoxicated or sober at the time of the fire.
Physical attributes	<ul style="list-style-type: none"> <li>• Mobility</li> <li>• Speed of travel</li> <li>• Hearing ability</li> <li>• Visual ability</li> </ul>	Typically, occupants will be mobile though occupants with reduced mobility may be present.
Mental attributes	<ul style="list-style-type: none"> <li>• Level of understanding</li> <li>• Potential emergency behaviour</li> <li>• Ability to take and implement decisions independently</li> </ul>	Occupants are expected to be aware an emergency is taking place due to auditory, visual and olfactory fire cues.
Level of assistance required	<ul style="list-style-type: none"> <li>• Requires full assistance / requires some assistance / does not require assistance</li> </ul>	Occupants are not expected to require assistance to evacuate. In the event that assistance is required this is expected to be provided by other occupants.
Emergency training	<ul style="list-style-type: none"> <li>• Trained / untrained</li> <li>• Warden / occupant</li> </ul>	Occupants are not expected to have received any specific emergency training.

### 3.0 BUILDING DESCRIPTION

#### 3.1 General

The proposed development is to be located on Lot 8 Cockburn Central, with this FSER specifically relating to Stages 1a and 1b only. These Stages are to provide residential SOUs and a car park for use by residents, which is to be located at Ground level. The car park is to be sprinkler protected, whilst the SOUs are not. As such the car park and the SOUs will be fire separated in accordance with the DTS Provisions of the BCA. Figure 1 shows the Ground floor plan of the proposed building.

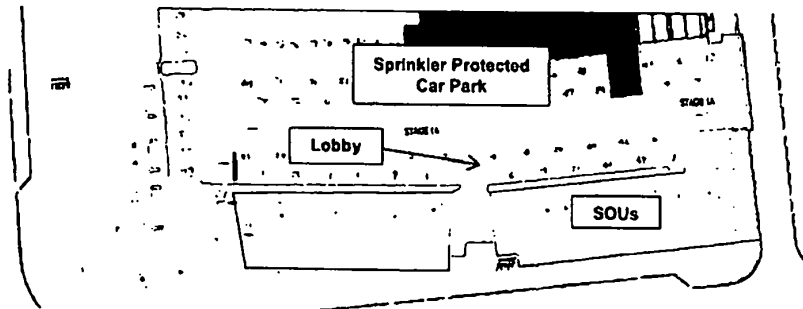


Figure 1 Ground floor plan

Egress from the residential component will typically be via fire-isolated stairs located at the east and west ends of the building. Horizontal exits will be present within the public corridors to satisfy DTS Clause D1.5 so that alternative emergency exits are located within a 45 m travel distance of each other. The fire and smoke rated separation will also satisfy Clause C2.14, which requires public corridors in Class 2 buildings to be smoke separated every 40 m.

The fire doors will typically be kept open by electromagnetic hold open devices. The devices will be connected to smoke detectors located within 1.5 m of either side of the door. Where one of these detectors is activated the doors will automatically close and provide a barrier to smoke and fire. Once an occupant evacuates through the fire door from the compartment of fire origin, they will be in a place of relative safety and will be able to continue their evacuation via the fire-isolated stairs. A typical floor plan highlighting this is shown in Figure 2.

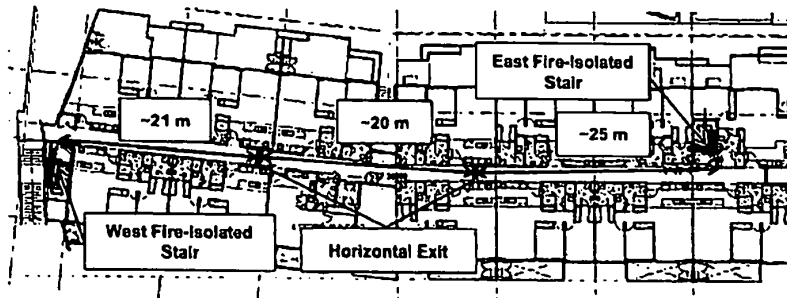



Figure 2 Typical floor plan showing egress provisions

The concepts outlined in this report assume a complete and operational building, and do not address protection of the building during construction, renovation or demolition. The major fire protection features to be incorporated in the design with respect to occupant life safety in the event of a fire are outlined in this report in principle. Property protection, business interruption, environmental protection and insurance requirements were not specifically considered in the analysis.

Any change in building, occupant or fuel conditions outside of those considered in this report, or any deviation in the implementation of the fire safety strategy outlined in this report, may result in outcomes not anticipated by the strategy, and should be reviewed by a suitably qualified Fire Safety Engineer.

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## 2.0 FIRE SAFETY OBJECTIVES ANED STRATEGY

### 2.1 Fire Safety Objectives

At a community level, the fire safety objectives are met when the relevant legislation is complied with. The client also has additional functional needs for the building design, which become the performance design objectives. These are outlined below.

#### 2.1.1 Legislative

The following items are the fire and life safety objectives of the BCA:

- safeguard people from illness or injury due to a fire in a building; and
- safeguard occupants from illness or injury while evacuating a building during a fire; and
- facilitate the activities of emergency services personnel; and
- avoid the spread of fire between buildings; and
- protect other property from physical damage caused by structural failure of a building as a result of fire.

#### 2.1.2 Design Objectives

The following items are the client's fire safety engineering design objectives:

- have fire doors within the public corridor that may swing against the direction of egress depending on the direction of travel;
- allow occupants in the centre of the building to only have access to horizontal exits;
- to not meet all the requirements of Part G3 with respect to the atrium's construction, sprinkler protection and components of the alarm system.

### 2.2 Proposed Fire Safety Strategy

The following fire safety strategy is proposed for the building:

- provide smoke and fire doors within the public corridors that act as horizontal exits, ensuring DTS compliant travel distances are achieved;
- have the smoke and fire doors within the public corridors swing in the direction of the nearest emergency exit;
- have the fire and smoke doors within the public corridors installed on hold open devices so that they only close when smoke is in the vicinity of the door;
- use the limited fuel load within the atrium to limit the growth and spread of fire;

### 2.3 Client Risk Management Objectives

The Client's objectives as part of the fire engineering design is that the design should meet the Performance Requirements of the BCA to achieve an adequate level of life safety for all occupants in the event of a fire. Protection of the building fabric and contents is not a regulatory issue. It is an issue solely for the building owner and their insurers. Accordingly, these issues will not be explicitly considered by the fire engineering assessment. This is consistent with the objectives of the BCA, which does not include asset protection amongst its objectives.

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to the atriums construction, the requirement for sprinkler protection, and the provision of WIP phones and a voice message alarm. It will be demonstrated that the low fuel load of the atrium and the bounding construction reduces the risk of a significant fire developing such that these aspects are not required to be implemented.

### 1.7 Method of Assessment

The assessment method to be used to demonstrate compliance with the subject Performance Requirement is in accordance with the BCA, Clause A0.9(b). A summary of this method is provided in Table 5 below. The assessment method is outlined in the International Fire Engineering Guidelines (ABCB 2005).

**Table 5 Alternative Solution Assessment Method**

Alternative Solution	Type of Evaluation	Method of Analysis
1	Absolute	Qualitative
2	Absolute	Qualitative
3	Absolute	Qualitative

- (c) the fire hazard; and
- (d) the height of the building.

- EP2.2**
- (a) In the event of a fire in a building the conditions in any evacuation route must be maintained for the period of time occupants take to evacuate the part of the building so that -
    - (i) the temperature will not endanger human life; and
    - (ii) the level of visibility will enable the evacuation route to be determined; and
    - (iii) the level of toxicity will not endanger human life.
  - (b) The period of time occupants take to evacuate referred to in (a) must be appropriate to -
    - (i) the number, mobility and other characteristics of the occupants; and
    - (ii) the function or use of the building; and
    - (iii) the travel distance and other characteristics of the building; and
    - (iv) the fire load; and
    - (v) the potential fire intensity; and
    - (vi) the fire hazard; and
    - (vii) any active fire safety systems installed in the building; and
    - (viii) fire brigade intervention.

- EP4.3** To warn occupants of an emergency and assist evacuation of a building, a sound system and intercom system for emergency purposes must be provided, to the degree necessary, appropriate to -
- (a) the floor area of the building; and
  - (b) the function or use of the building; and
  - (c) the height of the building.

#### 1.5.2 Language

A number of Performance Requirements use the term "to the degree necessary". Clause A1.7(b) of the BCA defines this term as follows:

- (b) A reference in a Performance Requirement of the BCA to "the degree necessary" means that consideration of all criteria referred to in the Performance Requirement will determine the outcome appropriate to the circumstances. These words have been inserted to indicate that in certain situations it may not be necessary to incorporate any specific measures to meet the Performance Requirement.

#### 1.6 Assessments

The Alternative Solutions to be adopted within Stages 1a and 1b of the subject residential development, as noted in Table 2, will be justified in the following assessments:

1. **Direction of Door Swing** – Qualitative justification will be provided for an Alternative Solution to have the fire doors within the public corridors potentially swing against the direction of egress. It will be demonstrated that the direction of swing of the doors will not have a detrimental effect upon the egress strategy where only a limited number of occupants will be affected by the non-compliant swing.
2. **Horizontal Exits** - Justification will be presented to demonstrate that it is acceptable for the occupants to have access to only horizontal exits within the central section of the building. It will be demonstrated that having access to only horizontal exits will not have a detrimental impact on their ability to evacuate.
3. **Atrium** – Justification will be presented to demonstrate that it is not necessary for the atrium to comply with all of the requirements of Part G3 of the BCA, specifically relating

### 1.5.1 Performance Requirements

The Alternative Solution described and assessed in this FSER will address the Performance Requirements stated in Table 2, and outlined below:

- CP1** A building must have elements which will, to the degree necessary, maintain structural stability during a fire appropriate to -
- (a) the function or use of the building; and
  - (b) the fire load; and
  - (c) the potential fire intensity; and
  - (d) the fire hazard; and
  - (e) the height of the building; and
  - (f) its proximity to other property; and
  - (g) any active fire safety systems installed in the building; and
  - (h) the size of any fire compartment; and
  - (i) fire brigade intervention; and
  - (j) other elements they support; and
  - (k) the evacuation time.
- CP2** (a) A building must have elements which will, to the degree necessary, avoid the spread of fire -
- (i) to exits; and
  - (ii) to sole-occupancy units and public corridors; and
  - (iii) between buildings; and
  - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to -
- (i) the function or use of the building; and
  - (ii) the fire load; and
  - (iii) the potential fire intensity; and
  - (iv) the fire hazard; and
  - (v) the number of storeys in the building; and
  - (vi) its proximity to other property; and
  - (vii) any active fire safety systems installed in the building; and
  - (viii) the size of any fire compartment; and
  - (ix) fire brigade intervention; and
  - (x) other elements they support; and
  - (xi) the evacuation time
- DP2** So that people can move safely to and within a building it, must have -
- (a) walking surfaces with safe gradients; and
  - (b) any doors installed to avoid the risk of occupants -
    - (i) having their egress impeded; or
    - (ii) being trapped in the building; and
  - (c) any stairways and ramps with -
    - (i) slip-resistant walking surfaces on -
      - (A) ramps; and
      - (B) stairway treads or near the edge of the nosing; and
    - (ii) suitable handrails where necessary to assist and provide stability to people using the stairway or ramp; and
    - (iii) suitable landings to avoid fatigue; and
    - (iv) landings where a door opens from or onto the stairway or ramp so that the door does not create an obstruction; and
    - (v) in the case of a stairway, suitable safe passage in relation to the nature, volume and frequency of likely usage.
- EP1.4** An automatic fire suppression system must be installed to the degree necessary to control the development and spread of fire appropriate to -
- (a) the size of the fire compartment; and
  - (b) the function or use of the building; and

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**Table 3 Principal Building Characteristics**

Characteristic	Comments
Fire detection & occupant warning	A smoke detection and alarm system will be installed in accordance with Specification E2.2a of the BCA and components of Specification G3.8. An Alternative Solution is to be adopted for the omission of a voice message within the alarm and WIP phones.
Portable fire extinguishers	Portable fire extinguishers are to be provided in accordance with the DTS Provisions of the BCA.
Fire control centre	A fire control centre is not required under the DTS Provisions of the BCA.
Emergency lighting	Emergency lighting is to be provided in accordance with the DTS Provisions of the BCA.
Exit signs	Exit signs are to be installed in accordance with the DTS Provisions of the BCA.

#### 1.4 Fire Safety Design Team

Table 4 identifies the stakeholders who are involved in the development and approval of the fire safety strategy for Stages 1a and 1b of the proposed residential development. A meeting between the City of Cockburn, FESA and the Design Team was held on the 14<sup>th</sup> of February 2011 to discuss the proposed project. A copy of the minutes of this meeting, as prepared by David Cooley of Milestone Building Compliance, is provided as Appendix A.

**Table 4 Project Stakeholders**

Name	Organization	Role
Richard Itzstein	City of Cockburn	Approval Authority
John West	City of Cockburn	Approval Authority
John Franklin	FESA	Fire Brigade
Stephen Keel	FESA	Fire Brigade
Tony Holmes	Australand	Developer
Ivan Tenhave	Cameron Chisholm & Nicol	Architect
David Cooley	Milestone Building Compliance	Building Surveyor
Ralph Boepple	Wood & Grieve Engineers	Hydraulic Consultant
Julie Saunders	Complete Fire Design	Fire Safety Engineer
Jeremy Gaskin	Complete Fire Design	Fire Safety Engineer

#### 1.5 Compliance with the BCA

A Building Solution will comply with the BCA if it satisfies the Performance Requirements. Compliance with the Performance Requirements can only be achieved by –

- (a) Complying with the Deemed-to-Satisfy Provisions; or
- (b) Formulating an Alternative Solution which-
  - (i) complies with the Performance Requirements; or
  - (ii) is shown to be at least equivalent to the Deemed-to-Satisfy Provisions; or
- (c) a combination of (a) and (b).

The proposed building is being designed to meet the Performance Requirements of the BCA using a combination of DTS Provisions and Alternative Solutions, as permitted by (c) above. The Alternative Solutions presented in this FSER will comply with the Performance Requirements outlined in Section 1.5.1 of this report.

### 1.3 Principal Building Characteristics

Table 3 provides a summary of the principal building characteristics.

**Table 3 Principal Building Characteristics**

Characteristic	Comments
Classification	Class 2 residential and Class 7a car park
Rise in storey	4
Required type of construction	Type A
Compartmentation	<p>The compartmentation will be in accordance with the DTS Provisions of the BCA with the exception that in the atrium bounding construction will be located more than 3.5 m from the atrium well and the roof of the atrium will not be fire rated.</p> <p>As part of the fire safety strategy the common corridors will be divided by smoke and fire walls, which form horizontal exits.</p> <p>The DTS compartmentation is to include fire separation between the sprinkler protected car park and the SOUs on the Ground floor.</p>
Fire Brigade access	Fire Brigade access is to be in accordance with the DTS Provisions of the BCA.
Egress	The egress provisions from the building are to comply with the DTS Provisions of the BCA with the exception that the fire doors that form horizontal exits will swing against the direction of egress for some occupants. This is addressed by an Alternative Solution, justified within this FSER. It will also be demonstrated that it is acceptable for occupants to only have access to horizontal exits.
Fire hydrants	A fire hydrant system is to be provided in accordance with the DTS Provisions of the BCA.
Fire hose reels	A fire hose reel system is to be provided in accordance with the DTS Provisions of the BCA.
Sprinklers	<p>Sprinklers are to installed within the car park as required by the DTS Provisions of the BCA.</p> <p>An Alternative Solution is justified within this FSER for the omission of sprinklers from the residential component of the building as required under DTS Provisions by the presence of the atrium.</p>
Smoke hazard management	<p>Smoke hazard management within the car park is to be provided in accordance with the DTS Provisions of the BCA.</p> <p>As there are no required smoke hazard management systems of mechanical air-handling systems associated with the atrium space, Section 3 of Specification G3.8 is not applicable.</p>

## 1.0 INTRODUCTION

### 1.1 General

This document presents the Fire Safety Engineering Report (FSER) for the proposed Stages 1a and 1b of the residential development to be located on Lot 8 Cockburn Central. These stages will comprise of Class 2 residential sole occupancy units and Class 7a car parking. The building will have a rise in storey of four and is required to be of Type A construction under the Deemed to Satisfy (DTS) Provisions of the Building Code of Australia (BCA) (ASCB 2010a).

This report is based upon the drawings by Cameron Chisolm & Nicol stated in Table 1.

**Table 1 Drawing Reference**

Drawing No.	Title	Revision
A01.03	Overall Site & Staging Ground Floor Plan	A
A01.04	Overall Site & Staging First Floor Plan	A
A03.01	General Arrangement Ground Floor West	B
A03.02	General Arrangement Ground Floor East	B
A03.03	General Arrangement First Floor West	B
A03.04	General Arrangement First Floor East	B
A03.05	General Arrangement Second Floor West	B
A03.06	General Arrangement Second Floor East	B
A03.07	General Arrangement Third Floor West	B
A03.08	General Arrangement Third Floor East	B
A05.01	GA Roof Plan West	B
A05.02	GA Floor Plan East	B
A06.01	Elevations South	B
A06.02	Elevations East & West	B
A06.03	Elevations North	B
A07.01	Sections AA and BB	B
A07.02	Sections CC and DD	B
A07.03	Sections EE and FF	B
A07.04	Sections XX and YY	B
A07.05	Section ZZ	A

With the exception of the Alternative Solutions justified in this FSER, it is understood that the building will be designed and constructed by others to meet the DTS Provisions of the BCA.

### 1.2 Purpose of this Fire Safety Engineering Report

The FSER presents justification for Alternative Solutions to address the non-compliances detailed in Table 2.

**Table 2 Non-Compliances with the DTS Provisions of the BCA**

DTS Provision	Description of Non-Compliance	Performance Requirement to be Addressed
D1.10	The occupants within the central part of the building may only have access to horizontal exits.	DP4 and EP2.2
D2.20	The fire doors within the residential common corridor will swing against the direction of egress when occupants are travelling towards the centre of the building.	DP2
Part G3	The atrium will not comply with all the requirements of Part G3 of the BCA.	CP1, CP2, EP1.4, EP2.2 and EP4.3

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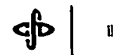
10 December 2012

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10 December 2012





## EXECUTIVE SUMMARY

This document presents the Fire Safety Engineering Report (FSER) for the proposed stage 1a and 1b residential development to be located on Lot 8 Cockburn Central. These stages comprise of Class 2 residential sole occupancy units and Class 7a car parking. The building will have a rise in storey of four and is required to be of Type A construction under the Deemed to Satisfy (DTS) Provisions of the Building Code of Australia (BCA) (AS 1912.1).

The building is being designed to meet the DTS Provisions of the BCA with the exception of Alternative Solutions to:

- have fire doors within the public corridors that form horizontal exits, swing against the direction of egress;
- allow occupants in the middle part of the building to only have access to horizontal exits;
- to have an atrium that does not comply with the requirements of Part G of the BCA.

10 December 2012

JB | II

*[Handwritten signature]*

**DOCUMENT CONTROL**

This section provides version history and related document references relevant to this document.

**Version History**

Our Reference	Comments / Revision History		
011011FSER_ISSUE 3 10 December 2012	Updated Figure 1 on Page 9 to reflect car park changes. Issued for Strata purposes.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Gibson	Approved by: Julie Gibson
011011FSER_ISSUE 2 31 August 2011	This issue. Amended to include horizontal egress provisions and atrium non-compliances as per Council comments.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Saunders	Approved by: Julie Saunders
011011FSER 27 April 2011	Issued for Building Licence Application.		
	Prepared by: Jeremy Gaskin	Checked By: Julie Saunders	Approved by: Julie Saunders

**Related Document**

Reference	Comments
Milestone Building Compliance Minutes (refer to Appendix A)	Minutes of Meeting with City of Cockburn, FESA and the Design Team.

10 December 2012





**FIRE SAFETY ENGINEERING REPORT**

Stage 1a and 1b Lot 8 Cockburn Central  
Cockburn

Prepared For  
Australand

Job No. 011011FSER\_ISSUE 2  
10 December 2012

**PREPARED BY:**

for Complete Fire Design

**JEREMY GASKIN**  
Fire Safety Engineer  
MEFire, BE (Hons)  
GradIEAust

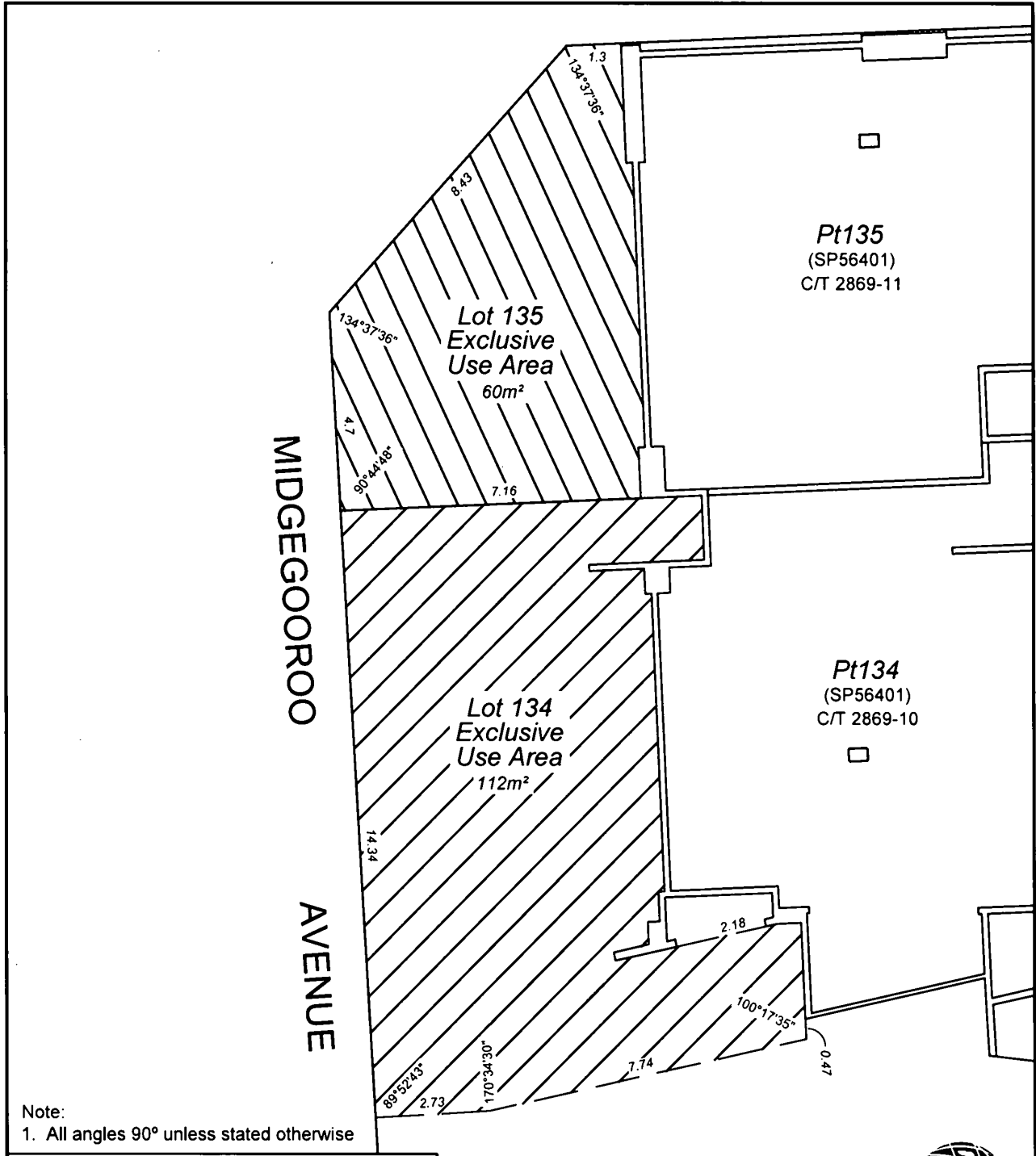
**APPROVED BY:**

for Complete Fire Design

**JULIE Gibson**  
Fire Safety Engineering Manager  
MEFire, BE (Hons), BSc  
MIEAust

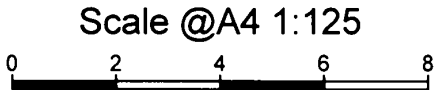
**ATTACHMENT 4**

**FIRE SAFETY ENGINEERING REPORT**



Note:  
1. All angles 90° unless stated otherwise

Licensed Surveyor  
*N. Wells*  
 N. Wells  
 Date: 12.03.2020  
 118135-EU02-3.0.dwg

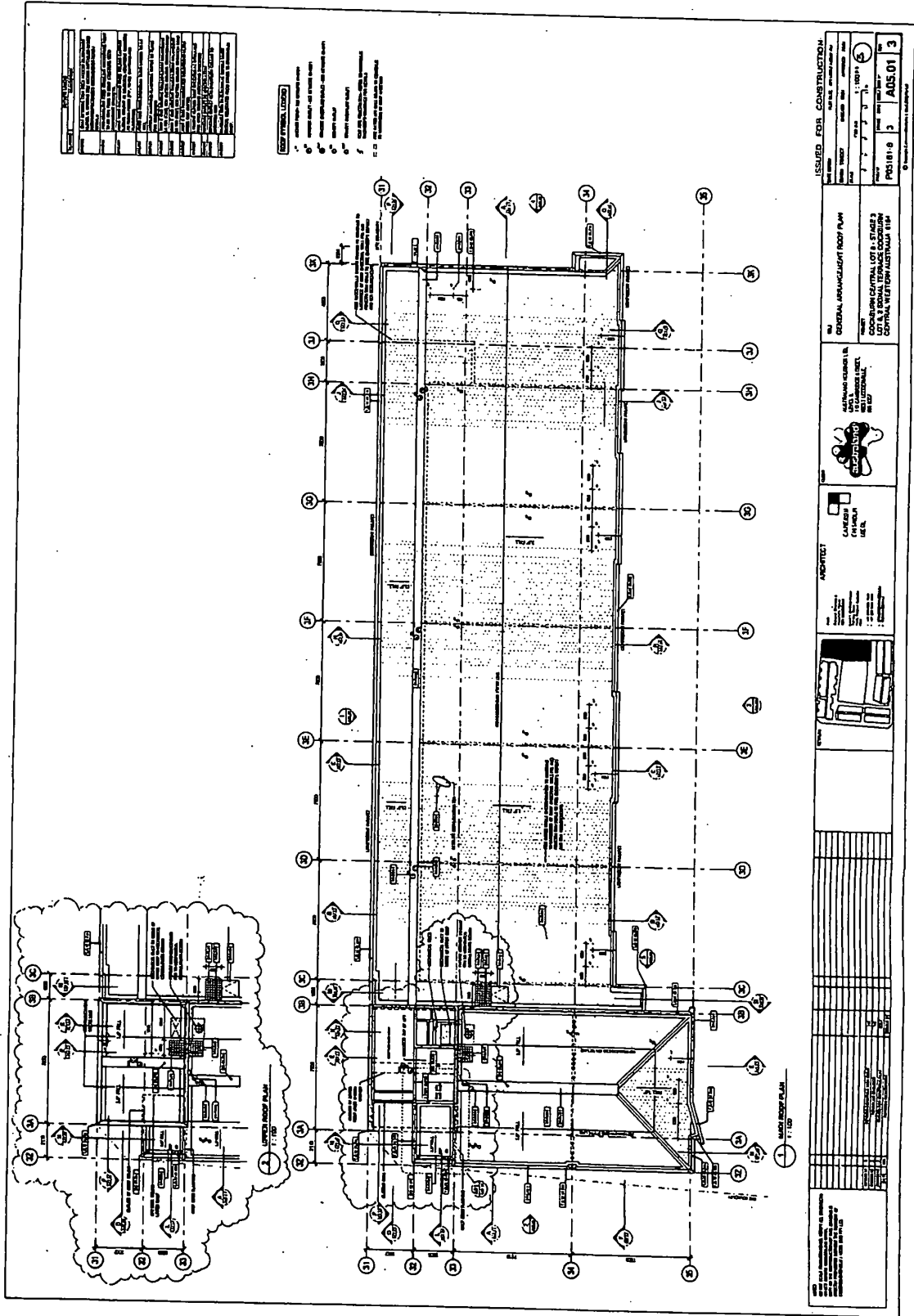


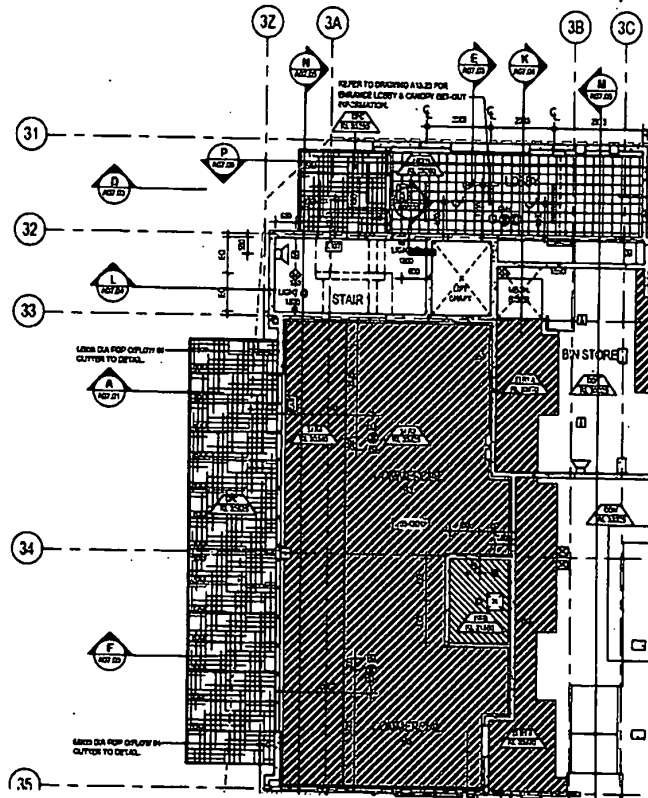
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CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH - GROUND FLOOR	DATUM	
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 ON SP56401 C/T's 2869-10 & 2869-11 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164		VERT: N/A HORIZ: PCG94	
			SCALE: 1:125	
			DWG NO: 118135-EU02	VER: 3.0
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			SHEET NO: 1 OF 1	A4

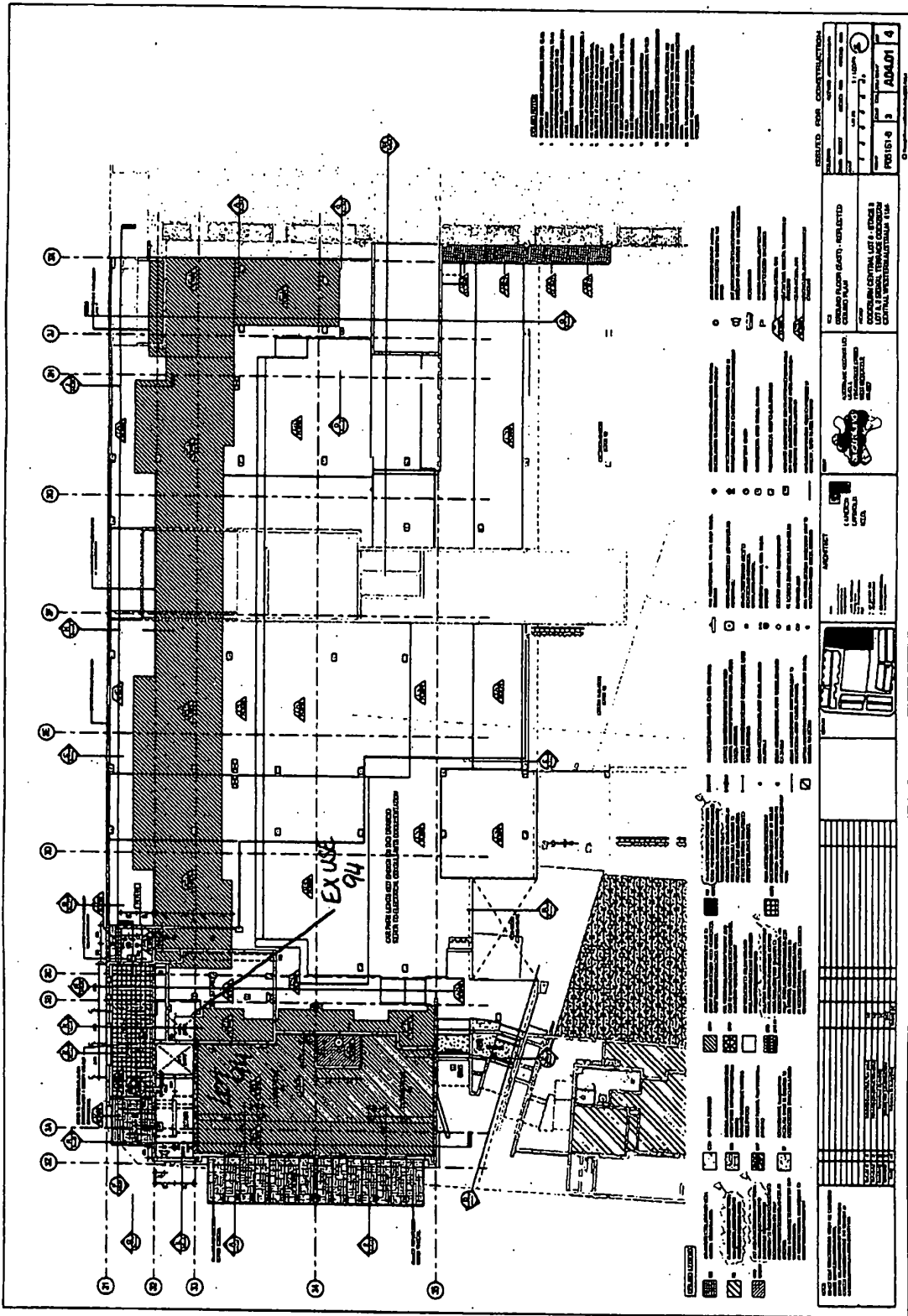
**ATTACHMENT 3**

**EXCLUSIVE USE AREA – LOTS 134 & 135**



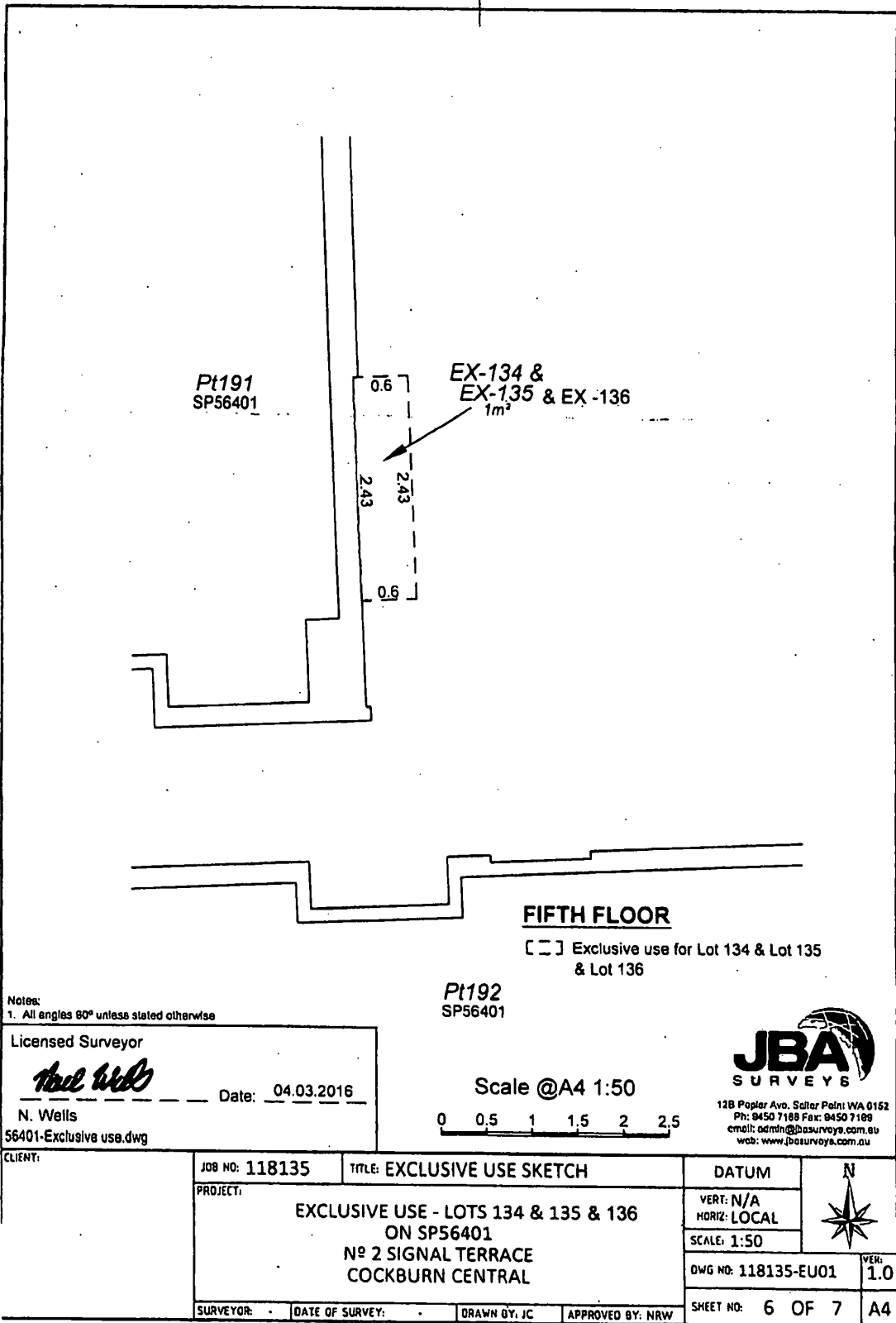






**ATTACHMENT 2**

**EXCLUSIVE USE LOT 94**



Notes:  
1. All angles 90° unless stated otherwise

Licensed Surveyor  
*N. Wells*  
Date: 04.03.2016  
N. Wells  
56401-Exclusive use.dwg

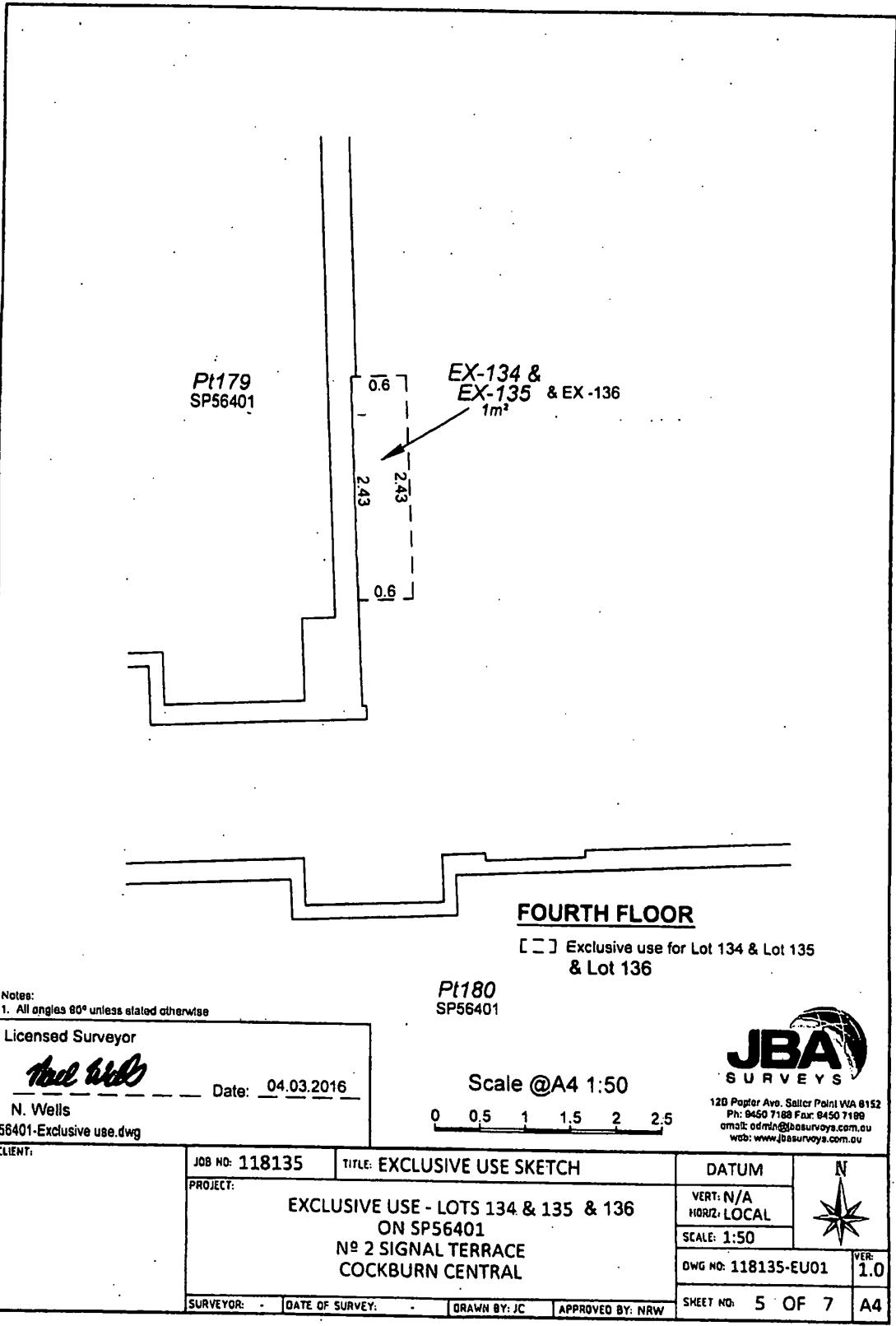
Pt192  
SP56401

**FIFTH FLOOR**  
[ ] Exclusive use for Lot 134 & Lot 135 & Lot 136

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0 0.5 1 1.5 2 2.5

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CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N 		
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 & 136 ON SP56401 NO 2 SIGNAL TERRACE COCKBURN CENTRAL		VERT: N/A HORIZ: LOCAL			
			SCALE: 1:50			
			DWG NO: 118135-EU01	VER: 1.0		
SURVEYOR: N. Wells		DATE OF SURVEY: 04.03.2016	DRAWN BY: JC	APPROVED BY: NRW	SHEET NO: 6 OF 7	A4



Notes:  
1. All angles 90° unless stated otherwise

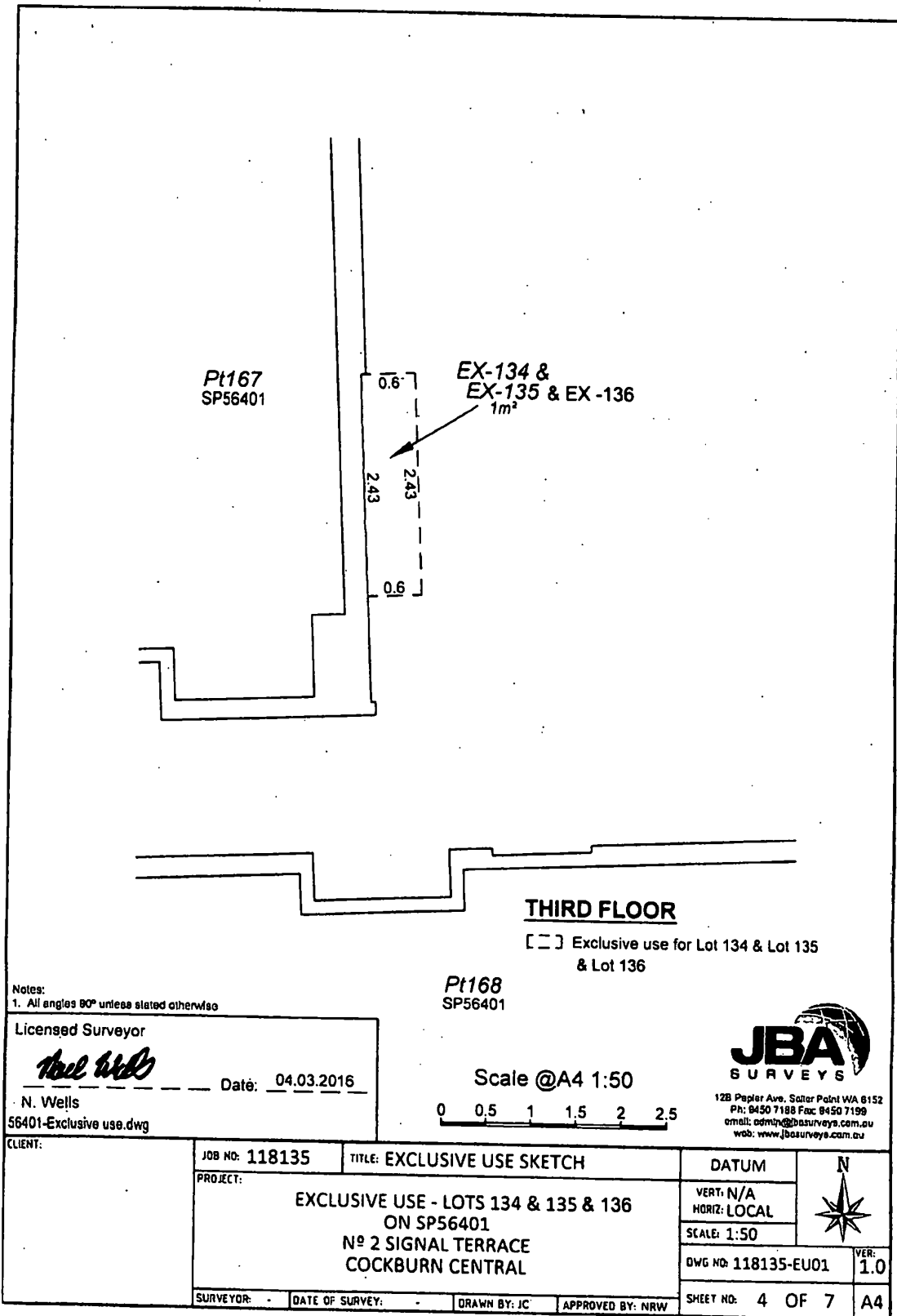
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*N. Wells*  
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56401-Exclusive use.dwg

Pt180  
SP56401

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0 0.5 1 1.5 2 2.5

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CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N 	
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SURVEYOR:	DATE OF SURVEY:	DRAWN BY: JC	APPROVED BY: NRW	SHEET NO: 5 OF 7	A4



Notes:  
1. All angles 90° unless stated otherwise

Licensed Surveyor  
*Niel Wells*  
Date: 04.03.2016  
N. Wells  
56401-Exclusive use.dwg

Pt168  
SP56401

**THIRD FLOOR**

[ - ] Exclusive use for Lot 134 & Lot 135 & Lot 136

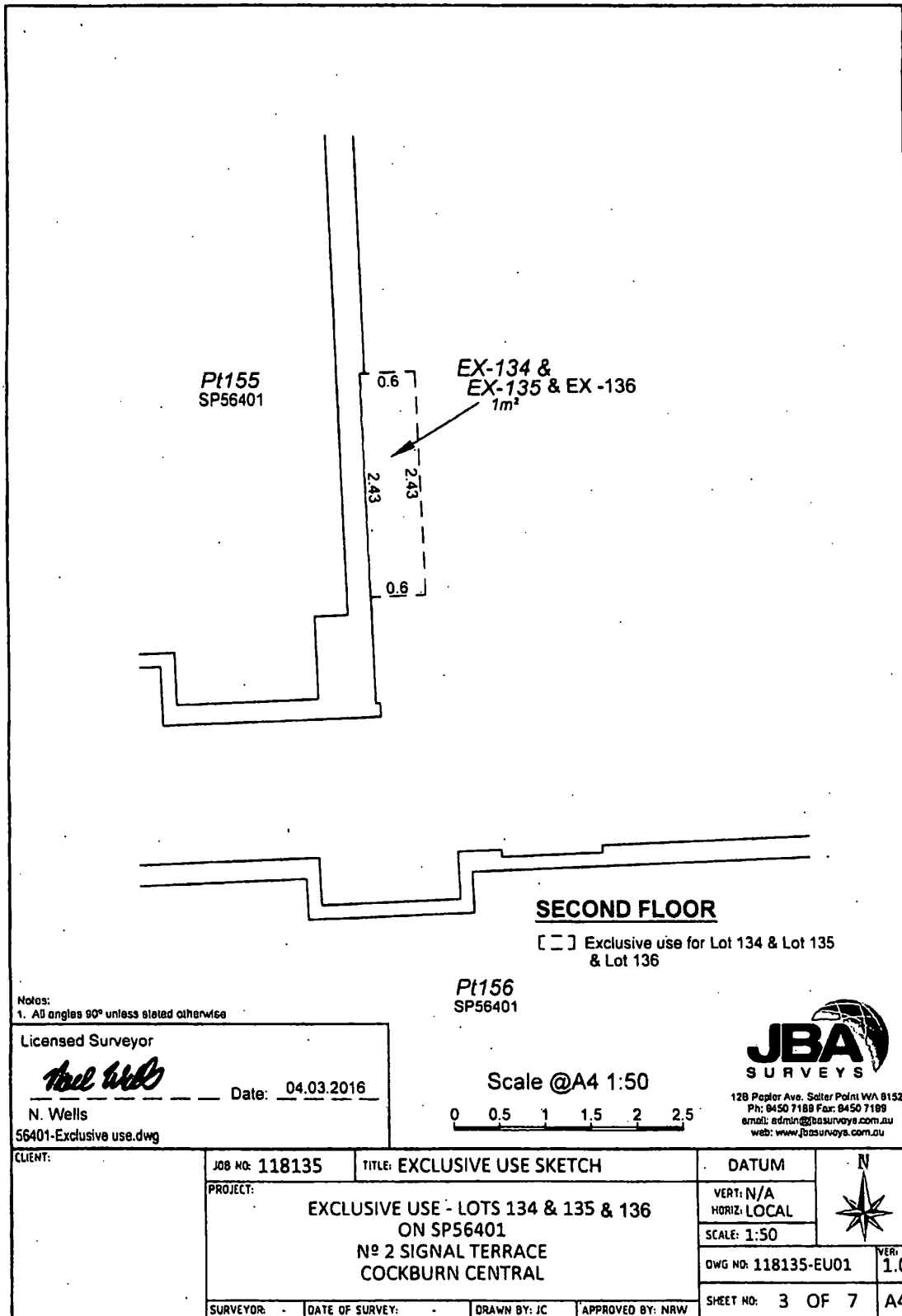


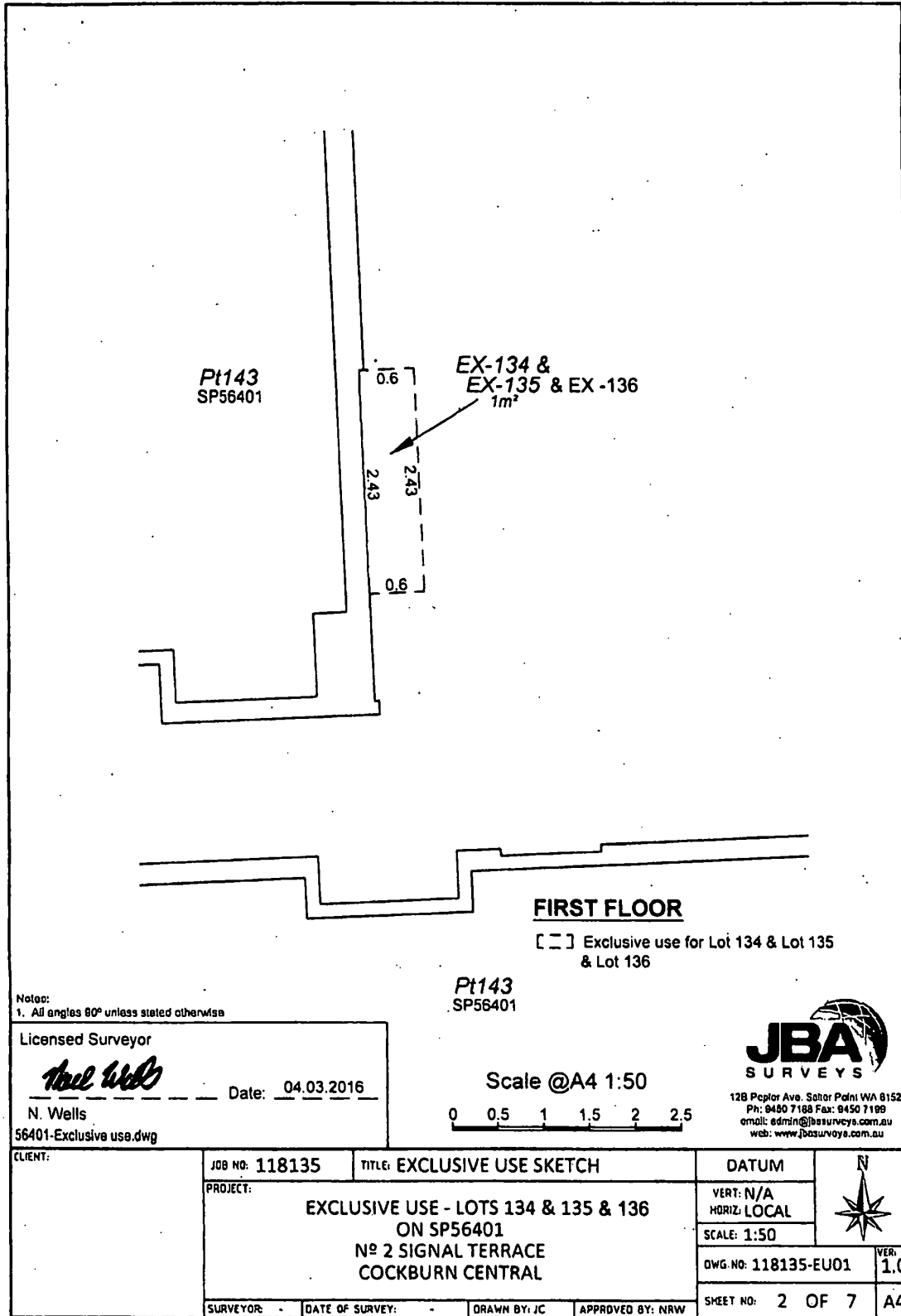
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Scale @A4 1:50



CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N 	
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SURVEYOR: -	DATE OF SURVEY: -	DRAWN BY: JC	APPROVED BY: NRW	SHEET NO: 4 OF 7	A4





Notes:  
1. All angles 90° unless stated otherwise

Licensed Surveyor  
*N. Wells*  
 Date: 04.03.2016  
 N. Wells  
 56401-Exclusive use.dwg

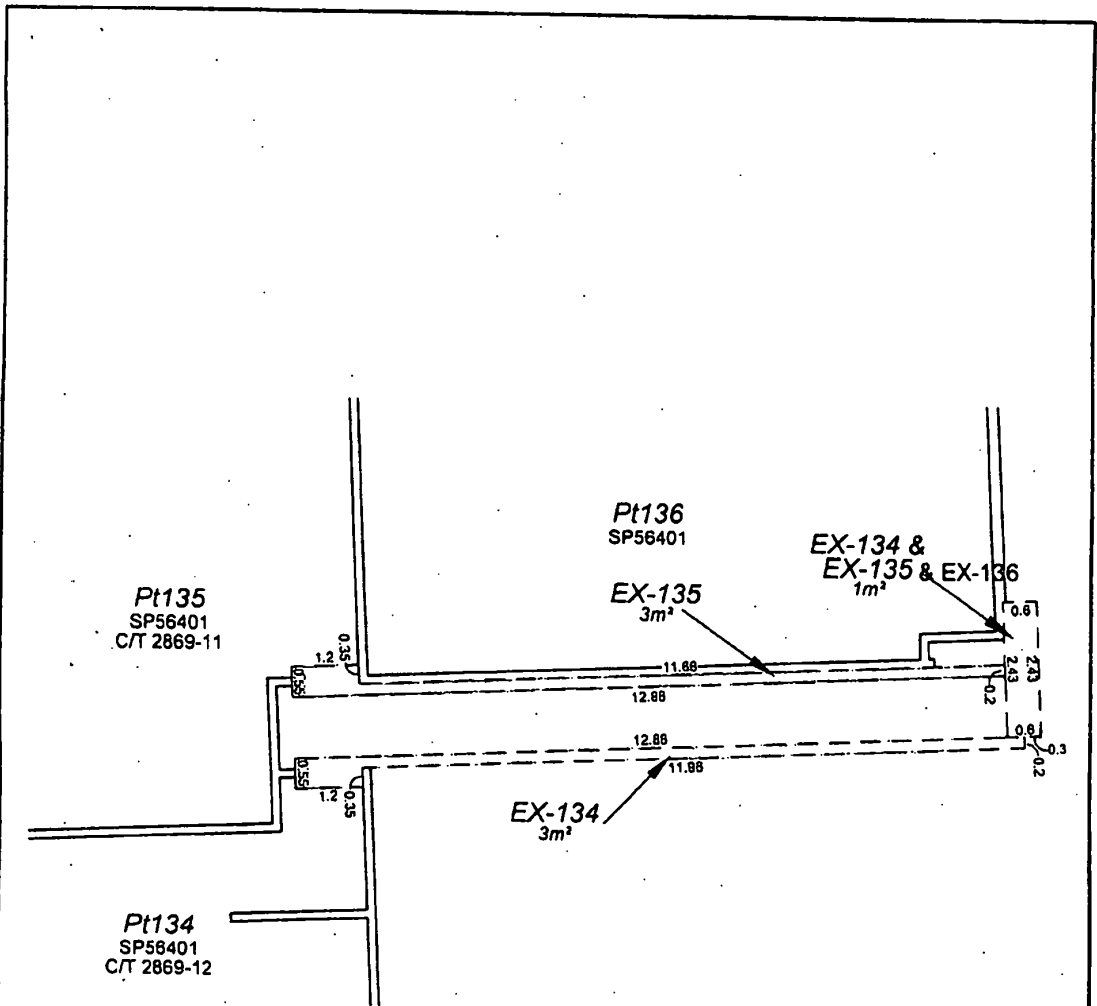
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CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM		
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 & 136 ON SP56401 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL		VERT: N/A HORIZ: LOCAL		
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SURVEYOR: -	DATE OF SURVEY: -	DRAWN BY: JC	APPROVED BY: NRW	SHEET NO: 2 OF 7	A4



**GROUND FLOOR**


- Exclusive use for Lot 134
- Exclusive use for Lot 135
- Exclusive use for Lot 134 & Lot 135 & Lot 136

Notes:  
 1. All angles 90° unless stated otherwise

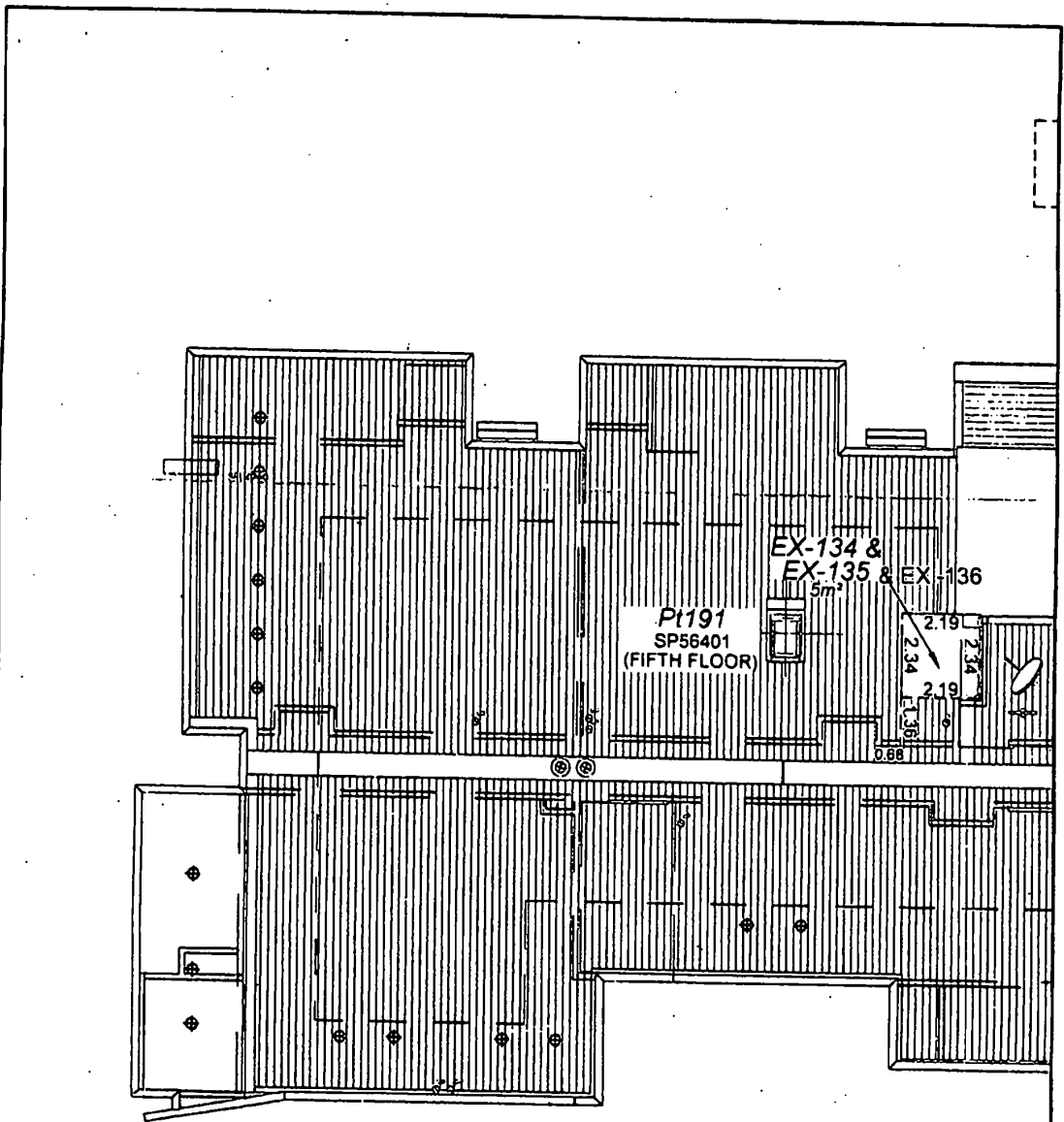
Licensed Surveyor  
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 56401-Exclusive use.dwg  
 Date: 04.03.2016

Scale @A4 1:100  
 0 1 2 3 4 5

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CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N 
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 & 136 ON SP56401 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL		VERT: N/A HORIZ: LOCAL	
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SURVEYOR: -		DATE OF SURVEY: -	DRAWN BY: JC	APPROVED BY: NRW
		SHEET NO: 1 OF 7		A4





**ROOF LEVEL**

[Hatched] Exclusive use for Lot 134 & Lot 135 & Lot 136

**Notes:**

1. All angles 90° unless stated otherwise

Licensed Surveyor

*N. Wells*

Date: 04.03.2016

N. Wells  
56401-Exclusive use.dwg

Scale @A4 1:150



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JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH	DATUM	N
PROJECT: EXCLUSIVE USE - LOTS 134 & 135 & 136 ON SP56401 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL		VERT: N/A	
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SURVEYOR:	DATE OF SURVEY:	DRAWN BY: JC	APPROVED BY: NRW
		SHEET NO: 7 OF 7	A4

**ATTACHMENT 1**

**EXCLUSIVE USE LOTS 134, 135 AND 136**

**ATTACHMENT 4**

**FIRE SAFETY ENGINEERING REPORT**

**ATTACHMENT 3**

**EXCLUSIVE USE AREA – LOTS 134 & 135**

**ATTACHMENT 2**

**EXCLUSIVE USE LOT 94**

**ATTACHMENT 1**

**EXCLUSIVE USE LOTS 134, 135 AND 136**

- 57.1.6 use the common property the original Proprietor thinks fit for the purposes of selling the lots; and
- 57.1.7 use the common property the original Proprietor thinks fit to facilitate completion of constructions works.
- 57.2 A Proprietor consents to and agrees to the original Proprietor undertaking any or all of the rights of the original Proprietor set out in this By-law 57 without any prevention or hindrance of such Proprietor.
- 57.3 The Strata Company must do all things reasonably required by the original Proprietor to facilitate efficient and economic completion of construction of the lots and common property by the original Proprietor and sale by the original Proprietor of the lots and without limitation the Strata Company must for the purposes sign all necessary consents or permits required by the original Proprietor and must close off from access by the Proprietors and occupiers to parts of the common property when it is necessary to do so.

functions to the Strata Manager (to the extent that the same are capable of being delegated).

56.3 The Strata Manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a general meeting of the Strata Company:

- 56.3.1 to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the Land and common property for this purpose;
- 56.3.2 to view the improvements within the development on at least 1 occasion in each year,
- 56.3.3 arrange and attend the annual general meeting during any yearly period;
- 56.3.4 act upon request by, or in the absence of, the chairman:
  - 56.3.4.1 as Chairman of any meeting of the Strata Company; or
  - 56.3.4.2 its Council, if so agreed by all the members of the Council present at the meeting;
- 56.3.5 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
- 56.3.6 as agent for the Strata Company to engage or employ contractors and any employees authorised by the Strata Company to be employed (including but not limited to a caretaker), and to keep any wage, income tax or other records required by any law from time to time in respect of any employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- 56.3.7 to 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;
  - 56.3.7.1 to disburse monies in accordance with the Act and the terms of the By-laws;
  - 56.3.7.2 to maintain the records of the Strata Company required by law;
  - 56.3.7.3 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation; and
  - 56.3.7.4 to provide, so far as is reasonable, any assistance to the Strata Company and the Council.

## 57. SPECIAL RULES FOR ORIGINAL PROPRIETOR

- 57.1 A Proprietor or occupier acknowledges that nothing in this By-law 57 shall prevent or hinder the original Proprietor from completing construction or improvements on the Land comprised in the strata plan without limitation the original Proprietor may:
  - 57.1.1 re-subdivide any lot;
  - 57.1.2 carry out and complete any construction or improvements on re-subdivided lot or lots;
  - 57.1.3 use any lot as a display lot to assist in the marketing and sale of other lots;
  - 57.1.4 place anywhere on the common property signs and other materials relating to the sale of the lots;
  - 57.1.5 conduct in a lot or on the common property an auction sale of a lot;



- 52.21.5 delivery times and locations as specified in By-law 52.22 of this Schedule;
- 52.21.6 extent of outdoor dining (if applicable); and
- 52.21.7 any other information that is relevant to the day to day operations of the tenancy that may impact on the area.
- 52.22 A Proprietor may use the car park entrance or loading zone bays designated by the Strata Company for deliveries between Monday to Saturday from 7.00am to 1.00pm provided that:
- 52.22.1 such deliveries do not take more than 10 minutes for each delivery;
- 52.22.2 the Proprietor shall be responsible for the operation of the gate and shall ensure that the gate is locked after each use; and
- 52.22.3 the Proprietor must be present at all times during the delivery.
- 52.23 A Proprietor must obtain approval from the City of Cockburn before carrying out any outdoor activities including but not limited to outdoor dining.

### **53. SHOPFRONT OF COMMERCIAL LOTS**

- 53.1 A Proprietor or occupier of a Commercial Lot, other than the Original Proprietor, must not carry out any works to alter the shopfront of the Commercial Lot unless that Proprietor or occupier has obtained a prior written approval from the local authority and the Strata Company.

### **54. APPROVAL**

- 54.1 Any Proprietor who seeks the approval of the Council pursuant to these By-laws must provide such information, documents, undertakings and evidence of approvals by the local authority or other bodies in support of the application for approval as the Council shall reasonably specify.
- 54.2 If the approval of the Council is required by these By-laws, such approval:
- 54.2.1 must be in writing;
- 54.2.2 may be refused;
- 54.2.3 may be given on such conditions; and
- 54.2.4 may be withdrawn, as the Council shall reasonable determined.

### **55. DEFAULT**

- 55.1 If a Proprietor, occupier breaches any By-law and that default continues for fourteen (14) days after notice thereof is given to the Proprietor or occupier by the Council, 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.

### **56. STRATA COMPANY MANAGEMENT**

- 56.1 The Strata Company may appoint from time to time a Strata Manager upon such terms and conditions as are usual for such appointment.
- 56.2 Unless otherwise provided in the By-laws the Strata Company may delegate all of the Strata Company's power, authorities, duties and

52.14.2.3 if necessary, to disconnect the Proprietor's installation or alter or upgrade the electrical supply system at the Proprietor's cost in order that it will suffice for the additional load imposed by the Proprietor's installations.

52.15 The Proprietor shall at the Proprietor's expense:

52.15.1 take reasonable action to secure the Commercial Lot against unauthorised entry whilst the Commercial Lot is occupied;

52.15.2 securely lock and fasten external door and windows in the Commercial Lot whilst the Commercial Lots are unoccupied;

52.15.3 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; and

52.15.4 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.

52.16 The Proprietor shall:

52.16.1 submit a noise management plan prepared by a suitably qualified consultant to the Strata Company for approval prior to occupation of the lot;

52.16.2 for the purposes of noise consideration, measurements shall be taken at 1 metre from the nearest noise sensitive lot unless otherwise required by the Strata Company or other statutory authority; and

52.16.3 ensure that all background music and sound systems are installed and played in such a manner that:

52.16.3.1 is within the standard prescribed by the Environmental Protection (Noise) Regulations 1997 (WA); and

52.16.3.2 prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Proprietors of other lots.

52.17 A Proprietor must satisfy itself that its proposed use of the commercial lot is in accordance with the approved zoning of the commercial lot.

52.18 A Proprietor requires the Commercial Lot to be used other than as a shop then it must apply to the local authority at its cost for a change of use to its intended use of the Commercial Lot.

52.19 A Proprietor, must at its cost, obtain all the necessary approvals to conduct its business from the Commercial Lot.

52.20 A Proprietor must comply at all times with the conditions applicable to the approval to conduct its business from the Commercial Lot.

52.21 A Proprietor must at its cost prepare a management plan for its proposed use of the Commercial Lot acceptable to the local authority and Strata Company. The management plan will include:

52.21.1 hours of operation;

52.21.2 noise and sound attenuation;

52.21.3 servicing requirements;

52.21.4 waste management;

- 52.7.4 hold or permit any auction or public meeting in the Commercial Lot;
- 52.7.5 use a Commercial Lot in a noisy 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;
- 52.7.6 use a Commercial Lot in an excessively noisy or noxious or offensive manner; and
- 52.7.7 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.
- 52.8 The Proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the Scheme.
- 52.9 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.
- 52.10 The Proprietor shall keep a Commercial Lot clean and:
- 52.10.1 have the floor and the interior of a Commercial Lot cleaned each business day;
- 52.10.2 have the surfaces of windows maintained in a clean condition;
- 52.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- 52.10.4 not allow the accumulation of useless property or rubbish in a Commercial Lot; and
- 52.10.5 provide a sanitary hygiene service to female toilets.
- 52.11 The Proprietor shall cause all rubbish accumulated in the Commercial Lot to be disposed in accordance with By-law 14 of this Schedule.
- 52.12 The Proprietor shall not permit its employees or contractors to purposely break bottles in any receptacle at any time.
- 52.13 The Proprietor shall:
- 52.13.1 not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were designed;
- 52.13.2 not place in any of those Facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations; and
- 52.13.3 repair any damage caused to any of those Facilities by breach of this By-law 52.13.
- 52.14 The Proprietor shall:
- 52.14.1 not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lot; and
- 52.14.2 be liable:
- 52.14.2.1 for the costs of repairing any damage;
- 52.14.2.2 for ensuring that any equipment forming part of common property is repaired and restored to working order; and

- 50.2 The Strata Company shall carry out the maintenance of the grease traps at the cost of the Proprietor of the relevant Commercial Lot.
- 50.3 The Strata Company shall provide a prior written notice of any grease traps maintenance works to the Proprietor, occupier or lessee of the relevant Commercial Lot and the Proprietor, occupier or lessee of the relevant Commercial Lot must permit the Strata Company or its agents or contractors to enter onto the Commercial Lot to effect maintenance works.

## **51. OPERATING HOURS OF COMMERCIAL LOT**

- 51.1 A Proprietor, occupier or lessee of a Commercial Lot must adhere to the following operating times:

- 51.1.1 Monday to Thursday from 7.00am to 10.00pm;
- 51.1.2 Friday and Saturday from 7.00am to 11.00pm;
- 51.1.3 Sunday from 10.00am to 10.00pm; and
- 51.1.4 any other times permitted by the City of Cockburn.

## **52. COMMERCIAL LOT BY-LAWS**

- 52.1 This By-law 52 shall only apply to Commercial Lots and references to the Proprietor shall mean the Proprietor or occupier of a Commercial Lot.
- 52.2 If there is any conflict between this By-law 52 and any other By-law so far as it relates to a Commercial Lot then this By-law 52 shall prevail.
- 52.3 The Proprietor shall only conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on a Commercial Lot.
- 52.4 The Proprietor must, at its 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.
- 52.5 The Proprietor will provide copies of all approval consents and licences referred to in By-law 52.4 of this Schedule upon demand of the Council.
- 52.6 The Proprietor shall at its expense observe and comply with all laws and requirements relating to:
- 52.6.1 the use and occupation of a Commercial Lot for the use intended by the Proprietor as a Commercial Lot by reason of the number and the sex of the Proprietor's employees and other persons working in or entering the Commercial Lot;
- 52.6.2 the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
- 52.6.3 occupational health, safety and environmental matters;
- 52.6.4 the provision of fire fighting equipment including, if necessary, the provision of fire extinguishers and fire blankets.
- 52.7 The Proprietor shall not:
- 52.7.1 allow a Commercial Lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- 52.7.2 use or permit any part of a Commercial Lot to be used as sleeping quarters or for a residence;
- 52.7.3 keep any animals in a Commercial Lot;

**48. HOUSE RULES**

48.1 The Strata Company may from time to time make, withdraw or amend rules for the use and management of the common property, including (but not limited to) the management or control of:

48.1.1 control of the vehicle access ways;

48.1.2 rubbish collection;

48.1.3 charges relating to the security system and security keys; and

48.1.4 any other rule that the Strata Company reasonably considers necessary,

48.1.5 provided such house rules shall be intended to promote the peaceful and orderly enjoyment of building and common property for the mutual benefit of all Proprietors, tenants and occupiers and must not conflict with the By-laws.

**49. LIMITING ACTIVITIES ON LOTS**

49.1 No noxious or offensive trade or activity shall be carried on upon any lot.

49.2 No wood fire whether for heating or other purposes is permitted within the lot or common property under any circumstances except in the case of a Commercial Lot for the purpose of baking or cooking and provided the oven is properly installed in accordance with manufacturers specifications.

49.3 No noxious plants or seeds or infected with insects or plant diseases shall be brought upon, grown or maintained upon a lot or common property.

49.4 A Proprietor or occupier shall not paint, render or otherwise treat the exterior surfaces of a building erected on a lot in any other colour or finish which differs from the existing colour or finish without first the written approval of the original Proprietor or the Council of the Strata Company if the original Proprietor is no longer a Proprietor of a lot.

49.5 A Proprietor of a Commercial Lot shall not alter its shopfront unless with the written approval of the original Proprietor or the Council of the Strata Company if the original Proprietor is no longer a Proprietor of a lot first being obtained. A Proprietor of a Commercial Lot shall not under any circumstances alter any part of the structure of the building.

49.6 A Proprietor or occupier of a lot shall not enclose its balcony which is part of its lot or cover or enclose any pergola or like structure by any means without first the written approval of the Strata Company and the local authority if required.

49.7 A Proprietor or occupier of a lot shall not erect any blinds or shutters to the external openings or surfaces of a building comprising a lot without first the written approval of the Strata Company and the local authority if required.

**50. GREASE TRAPS**

50.1 A Proprietor, occupier or lessee of a Commercial Lot which requires the use of a grease trap must:

50.1.1 submit an application and obtain approval for discharge of industrial waste to the Water Corporation prior to occupying the Commercial Lot;

50.1.2 adhere to the statutory requirements of the industrial waste permit conditions as provided by the Water Corporation; and

50.1.3 notify the Strata Company and provide a copy of the written approval from Water Corporation to the Strata Company.

**47. NOISE BREACH NOTICE**

- 47.1 Within seven (7) days of receiving the Noise Breach Notice, the Offender must provide a written response to the Strata Manager stating that:
- 47.1.1 the Offender admits the Noise Breach and the way in which the Offender will ensure that the Noise Breach will not re-occur;
  - 47.1.2 the Offender denies the Noise Breach and provides reasons for its disagreement with the content of the Noise Breach Notice; or
  - 47.1.3 the Offender denies the Noise Breach but the Offender will ensure that any noise generated, emitted or caused shall not amount to a Noise Breach.
- 47.2 If the Offender fails to respond to a Noise Breach Notice, it shall be liable to a penalty of \$500.00 for breach of the Noise Breach Notice.
- 47.3 Upon receipt of a response from the Offender, the Strata Manager shall provide a copy of that written response to the Aggrieved Proprietor.
- 47.4 If more than one Noise Complaint is received by the Strata Manager against the same Offender in a calendar year period, then the subsequent Noise Complaint will be dealt with as follows:
- 47.4.1 the Strata Manager shall issue a Noise Breach Notice to the Offender and inform the Offender that a suitably qualified acoustic consultant will be engaged to provide a report on the Noise Breach ("Acoustic Report");
  - 47.4.2 the Strata Manager shall engage a suitably qualified acoustic consultant to provide an Acoustic Report;
  - 47.4.3 the Strata Manager shall provide a copy of the Acoustic Report to the Offender the Aggrieved Proprietor;
  - 47.4.4 if the Acoustic Report determines that the Noise Breach is not in contravention of the standard prescribed in the Environmental Protection (Noise) Regulations 1997 (WA), then no further action will be taken against the Offender;
  - 47.4.5 if the Acoustic Report determines that the Noise Breach is in contravention of the standard prescribed in the Environmental Protection (Noise) Regulations 1997 (WA), then the Strata Manager shall provide a written notice to the Offender and such notice shall contain the following:
    - 47.4.5.1 a description of the Noise Breach;
    - 47.4.5.2 the findings of the Acoustic Report;
    - 47.4.5.3 the ways in which the Offender must remedy the Noise Breach;
    - 47.4.5.4 the Offender must comply with the notice within 48 hours failing which the Strata Company may take legal action against the Offender; and
    - 47.4.5.5 the Offender shall pay the cost of preparation of the Acoustic Report and all costs associated with the issue of a Noise Breach Notice.
- 47.5 This By-law 47 does not apply to the original Proprietor during the construction and development of the Staged Development.

- 43.3 All Proprietors of the Commercial Lots and their lessees and licensees must comply with all requirements of the Fire and Emergency Services Authority of Western Australia or any other statutory authority having responsibility for fire control in relation to the businesses they conduct from the Commercial Lot.

#### 44. NOISE AND ACTIVITIES

- 44.1 All Proprietors acknowledge that:

44.1.1 The Scheme may include a restaurant or café which will be a licensed venue and used for the sale and or consumption of alcohol and may be used for other permitted uses. The use of a Commercial Lot as a restaurant or café will generate various noise or activities which may disturb the Residential Lots. Such noise or activities are expressly permitted provided that they are the result of the Proprietor of the restaurant or cafe or their tenant managing their business in a responsible and sound commercial manner and at all times complying with all relevant planning, liquor licensing and environmental controls;

44.1.2 The memorial or notification specified below (or words to that effect) is registered against the certificate of title to the lot:

*"This lot and dwelling is in the vicinity of a vibrant town centre and associated land uses. Residential amenity therefore may be affected by noise and other impacts from late night or early morning operations."*

#### 45. NOISE MANAGEMENT

- 45.1 If a Proprietor (Aggrieved Proprietor) considers that the level of noise generated, emitted or

45.2 caused by a Proprietor or occupier of another lot (Offender) is excessive and such noise affects the enjoyment of the Aggrieved Proprietor, the Aggrieved Proprietor may submit a written complaint to the Strata Manager within forty-eight (48) hours of the alleged excessive noise emission occurring (Noise Breach) containing the following information:

45.2.1 the name, lot number and contact details of the Aggrieved Proprietor;

45.2.2 the lot number of the Offender;

45.2.3 the date of the Noise Breach;

45.2.4 the duration of the Noise Breach including the commencement and cessation of the Noise Breach;

45.2.5 a description of the Noise Breach; and

45.2.6 whether any steps were taken by the Aggrieved Proprietor and the outcome of the Aggrieved Proprietor's action,

#### 46. NOISE COMPLAINT

- 46.1 Within two (2) business days of receiving the Noise Complaint, the Strata Manager shall issue a written notice to the Offender and such notice shall contain the following information:

46.1.1 the date of the Noise Breach;

46.1.2 the duration of the Noise Breach including the commencement and cessation of the Noise Breach;

46.1.3 a description of the Noise Breach; and

46.1.4 the effect or consequences of the Noise Breach.

- 41.2.2 parts of the building by means of a proximity card reader system or security key,
- for the purposes of securing the building and the common property from intruders and to preserve the safety of the building from fire or other hazards.
- 41.3 The Strata Company will provide to each Proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a Proprietor to operate the security access devices referred to in By-law 41.2 of this Schedule.
- 41.4 All Proprietors or occupiers are to remain responsible at all times for security keys supplied by the Strata Company and shall use their best endeavours to keep such security keys in a safe place when not in their possession so as to minimise any opportunity for theft or unauthorised entry to a building within a lot.
- 41.5 A Proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this By-law 41.
- 41.6 No Proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.
- 41.7 A Proprietor or occupier of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 41.8 A Proprietor, occupier, Proprietor's or occupiers' Invitee shall not:
- 41.8.1 interfere with any safety equipment;
- 41.8.2 obstruct any fire escape or fire stair well; or
- 41.8.3 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.
- 41.9 A Proprietor shall be responsible for any cost relating to the replacement of security keys and, any cost relating to the reprogramming of the security system.
- 42. SMOKING**
- 42.1 No Proprietor, occupier, Proprietor's or occupier's Invitee shall smoke in any portion of the building comprising common property.
- 43. FIRE CONTROL AND EVACUATION PLAN**
- 43.1 The Strata Company will develop a fire management plan:
- 43.1.1 as recommended by the fire safety engineering report prepared for the original Proprietor dated 10 December 2012 with respect to stage 1 of the development (a copy of which is annexed as Attachment 4); and
- 43.1.2 for stages 2, 3 and 4 of the development in accordance with the recommendations in the fire safety engineering reports prepared for the original Proprietor for each of the stages,
- 43.1.3 and as varied from time to time that comply with the requirements of the Fire and Emergency Services Authority of Western Australia or any other statutory authority having responsibility for fire control.
- 43.2 All Proprietors and occupiers of the Residential Lots must ensure that they and any persons lawfully using their lot are informed of the evacuation procedures and the fire management plan.



- 39.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the Scheme by any Proprietor 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.

#### **40. RECOVERY OF COSTS BY STRATA COMPANY**

- 40.1 If the Proprietor of a Lot refuses or fails to pay to the Strata Company any amount due for levies (whether under section 100(1) or section 100(2) of the Act) or any other amount due, the Strata Company may take such lawful action as it deems necessary to recover that amount from the Proprietor (including proceedings in any Court of competent jurisdiction). All costs incurred in taking such action including, but not limited to:

- 40.1.1 Strata Manager's costs, pursuant to the strata management contract or as otherwise determined by the Strata Company;
- 40.1.2 legal costs on an indemnity basis; and
- 40.1.3 debt recovery agency's costs are an administrative expense of the Strata Company and become a debt due and payable by the Proprietor to the Strata Company, and shall be recoverable by the Strata Company when recovering due levies.

- 40.2 It shall be competent for the Strata Company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.

- 40.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the Strata Company to its solicitors. The Strata Company shall within three (3) business days of receiving an invoice for legal fees forward by pre-paid post to the Proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the Proprietor shall forthwith make payment thereof to the Strata Company.

- 40.4 A certificate from the solicitors retained by the Strata Company, stating the amount of costs incurred in prosecuting an action to recover due levies from a Proprietor, shall be conclusive evidence of the amount due and payable by the Proprietor for which amount judgment may be entered against the Proprietor in any Court of competent jurisdiction.

- 40.5 Simple interest at the prescribed rate shall be payable by the Proprietor to the Strata Company on costs incurred by the Strata Company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-law 40.3 of this Schedule and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.

- 40.6 In the event that the Strata Company does not receive payment of costs incurred when payment of due levies is received from a Proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the Strata Company shall be levied in accordance with section 100(1)(c)(ii) of the Act on the Proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this By-law 40.

#### **41. SECURITY AND FIRE SAFETY**

- 41.1 A Proprietor or occupier must not do or permit anything to be done which may prejudice the security or safety of the building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.

- 41.2 The Strata Company may restrict access to:

- 41.2.1 the car parking areas by means of a proximity card reader system; and

- 36.5.3 must ensure that, when in or on any part of the common property, the animal is at all times on a leash or held by the Proprietor or occupier;
- 36.5.4 is liable to the Proprietors and occupiers and each other person lawfully in the building or in or about the common property for:
- 36.5.4.1 any noise which is disturbing to an extent which is unreasonable;
- 36.5.4.2 for damage to or loss of property or injury to any person caused by the animal; and
- 36.5.4.3 is responsible for cleaning up after the animal has used any part of the common property.
- 36.6 This By-law 35:
- 36.6.1 applies to any person in a lot or on common property with the express or implied consent of the Proprietor or occupier of that lot; and
- 36.6.2 does not prevent the keeping of a dog used as a guide dog, hearing dog or medical dog in contravention of section 42(15) of the Act.
- 36.7 Without affecting the Strata Company's rights under the Act, the Strata Company may issue a notice cautioning the Proprietor or occupier of a Residential Lot in respect of a breach of any of the provisions of this By-law 36 including (without limitation) where a Proprietor's or occupier's animal causes or is causing:
- 36.7.1 any noise which is disturbing to an extent which is unreasonable; or
- 36.7.2 damage to or loss of property or injury to any person.
- 36.8 A further breach under this By-law 35 after a notice has been served on a Proprietor or occupier of a Residential Lot under its By-law will entitle the Strata Company to require the immediate removal of the animal from the building.
- 36.9 A Proprietor will be responsible for the health, hygiene, control and supervision of any animal in its care.
- 37. PROPRIETOR TO ADVISE OF DEFECTS**
- 37.1 A Proprietor shall give the Strata Company prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within its lot or the common property which comes to its knowledge.
- 37.2 All Proprietors of a lot authorise the Strata Company to enter upon the common property at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.
- 38. DAMAGE TO COMMON PROPERTY**
- 38.1 If any damage be caused to any part of the common property by any Proprietor, occupier or Proprietor's Invitees then the Proprietor shall be responsible for the cost to the Strata Company of making good such damage.
- 39. INSURANCE RATES**
- 39.1 The Proprietor or occupier must not do or cause anything to be done or kept on a lot or within the Scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Council nor shall anything be done or kept on a lot or within the Scheme 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.

## 36. PETS

36.1 In this By-law 36:

**"Excluded Dog"** means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government; and
- (h) an unregistered or dangerous dog under the *Dog Act 1976*;

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

- (i) at its full grown size does not exceed 10 kilos; and
- (j) is not an Excluded Dog.

36.2 A Proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.

36.3 A Proprietor or occupier of a Residential Lot may keep, without the consent of the Strata Company:

- 36.3.1 fish, in an enclosed aquarium;
- 36.3.2 one (1) caged bird;
- 36.3.3 one (1) Small Dog;
- 36.3.4 one (1) cat.

36.4 A Proprietor or occupier of a Residential Lot must obtain the prior written consent of the Council of the Strata Company before that Proprietor or occupier keeps:

- 36.4.1 any other type of animal including a dog which is not a Small Dog;
- 36.4.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;

36.5 If a Proprietor or occupier of a Residential Lot keeps an animal then the Proprietor or occupier:

- 36.5.1 must ensure that the animal is at all times kept under control and within the confines of that Proprietor's or occupier's Residential Lot;
- 36.5.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the Proprietor's or occupier's Residential Lot;

- 33.1.2 use the lift in any way as to interfere with the use of the lift by another Proprietor or occupier;
- 33.1.3 hold the lift doors open or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of the lift or interfere with the use of the lift by another Proprietor or occupier;
- 33.1.4 press the alarm or stop buttons except in cases of emergency;
- 33.1.5 press any button other than the one representing the floor or level that the lift is required to stop at; or
- 33.1.6 use the lift for delivery or removal of goods without the lift covers or the consent of the Strata Company.

### 34. FITNESS EQUIPMENT

34.1 In this By-law 34:

**"Approved Person"** means an adult Proprietor while residing in a Residential Lot or the lawful occupier of a Residential Lot and includes an Invitee of that Proprietor or occupier while in the company of that Proprietor or occupier but does not include a Proprietor or occupier or an Invitee of that Proprietor or occupier of a Commercial Lot;

**"Fitness Equipment"** means any equipment provided in the area for the purpose of fitness and exercise.

34.2 An Approved Person shall not:

- 34.2.1 allow any child under the age of sixteen (16) years to use the Fitness Equipment when not supervised by an Approved Person;
- 34.2.2 exclude or attempt to exclude any other Approved Person from using the Fitness Equipment;
- 34.2.3 use or attempt to use the Fitness Equipment if affected by or suffering from cuts, sores, skin complaints, infectious or contagious disease which could adversely affect any other person at any time;
- 34.2.4 tamper with the Fitness Equipment;
- 34.2.5 damage, remove or improperly use the Fitness Equipment; and
- 34.2.6 use the Fitness Equipment unless in accordance with any instructions of the manufacturer.

34.3 Any person who is not an Approved Person may not use the Fitness Equipment.

34.4 An Approved Person shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any Fitness Equipment.

34.5 A Proprietor or occupier must not use or arrange for any person to use the Fitness Equipment for any business or profit-making purpose or for any sports coaching, professionally or otherwise.

### 35. MAILBOX

35.1 A Proprietor or an occupier shall keep clear on each and every day its mailbox and shall arrange for its mailbox to be cleared if the Proprietor or occupier is absent for any reason for any period of more than seven (7) days.

31.2 A Proprietor or occupier shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any part of the outdoor cinema.

31.3 A Proprietor or occupier must not use or arrange for any person to use the outdoor cinema for any business or profit-making purpose.

## **32. INDIVIDUAL AIR CONDITIONING SYSTEMS**

32.1 A Proprietor (other than the original Proprietor) shall not affix any Air Conditioning System without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed Air Conditioning System is or is likely to be either:

32.1.1 so noisy as to cause a disturbance to adjoining Proprietors; or

32.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

32.2 This By-law 31 does not relate to any Air Conditioning System installed or intended to be installed by the original Proprietor.

32.3 If the Air Conditioning System or any part thereof becoming unsafe or deteriorating, the Proprietor shall within seven (7) days of service of a written notice from the Strata Company either:

32.3.1 remove the Air Conditioning System and reinstate and restore any common property to the same state and condition as existed at the time the Air Conditioning System was installed; or

32.3.2 replace the Air Conditioning System.

32.4 If a Proprietor:

32.4.1 fails to repair and maintain the Air Conditioning System as specified in the written notice by the Strata Company; or

32.4.2 fails to remove the Air Conditioning System after receiving written notice from the Strata Company pursuant to By-law 32.2.1 of this Schedule,

32.4.3 then the Strata Company may enter the Proprietor's lot and;

32.4.4 repair and maintain the Air Conditioning System at the cost of the Proprietor; or

32.4.5 remove the Air Conditioning System and reinstate and restore the common property at the cost of the Proprietor and withdraw the exclusive use rights granted to a Proprietor over that portion of the common property required for the Air Conditioning System granted pursuant to this By-law 32.

32.5 Subject to the prior written approval of the Council, a Proprietor of a Commercial Lot may install an Air Conditioning System at a location on the wall within the car parking area or within the common property.

## **33. USE OF LIFTS**

33.1 A Proprietor or occupier shall not:

33.1.1 use the lift for any other purpose other than to gain access to its lot as directed by the Strata Company and not unless:

33.1.1.1 the use is in accordance with any operation instructions of the lift supplier; or

33.1.1.2 such use is permitted by the rules made by the Strata Company with respect to the use of the lifts;

- 30.2.3 exclude or attempt to exclude any other Approved Person from using the Pool;
  - 30.2.4 use or attempt to use the Pool at any time when the Strata Company, the Strata Manager considers it necessary to close or restrict access to the Pool in the interests of health, safety, chemical analysis, maintenance or repair purposes;
  - 30.2.5 use or attempt to use the Pool while affected by alcohol, drugs, or medication or while subject to any cuts, sores skin complaints, illness or affliction which could adversely affect the use of the Pool by any other person at the same or any later time;
  - 30.2.6 expectorate, urinate or defecate in the Pool;
  - 30.2.7 use any soap, shampoo or detergent in any form which may foul or pollute the Pool or adversely affect any pump, filter or other part of the Pool;
  - 30.2.8 bring into the Pool enclosure any food, including confectionery, drink (other than in unbreakable containers), glass items or tobacco products;
  - 30.2.9 use the Pool while not properly attired in a swimming costume sufficient to preserve public decency;
  - 30.2.10 interfere with any safety system, pump, filter or other plant or equipment or any light switch, power source, timing device or water treatment plant or equipment;
  - 30.2.11 cause any noise which is likely to disturb the peaceful enjoyment of the Proprietor or occupier of another lot;
  - 30.2.12 bring any bird, animal or reptile to the Pool; or
  - 30.2.13 use the Pool without first showering or bathing unless already clean.
- 30.3 Any person who is not an Approved Person may not use the Pool or Pool Facilities.
- 30.3.1 An Approved Person shall notify the Strata Manager immediately upon becoming aware of any breakdown of, loss of, damage to or defect in any part of the Pool Facilities.
  - 30.3.2 A Proprietor or occupier must not use or arrange for any person to use the Pool Facilities for any business or profit-making purpose or for any sports coaching, professionally or otherwise.

## 31. OUTDOOR CINEMA

- 31.1 A Proprietor or occupier must not:
- 31.1.1 use the outdoor cinema for any other purpose other than for its intended use;
  - 31.1.2 allow any child under the age of sixteen (16) years to use the outdoor cinema without adult supervision;
  - 31.1.3 invite more than 6 persons, including children, at any one time, to use the outdoor cinema without the prior written approval of the Council;
  - 31.1.4 interfere with any screen, equipment or any light switch, power source or timing device;
  - 31.1.5 cause any noise which is likely to disturb the peaceful enjoyment of the Proprietor or occupier; and
  - 31.1.6 view any materials in the outdoor cinema that may cause any offence to other Proprietor or occupier and must comply with the *Classification (Publications, Films and Games) Enforcement Act 1996 (WA)* with respect to exhibition of materials.

- 27.1.5 include in the occupancy agreement provisions requiring the occupier to comply with the By-laws and authorising the Proprietor to terminate the occupancy agreement if the occupier breaches a By-law; and
- 27.1.6 promptly notify the Council of the discharge of any mortgage and the termination or assignment of any lease that had been notified to the Council.

## 28. SAFETY AND SECURITY

28.1 All Proprietors and occupiers shall:

- 28.1.1 take all reasonable steps to maintain the safety and security of the common property and their lot;
- 28.1.2 notify the Council immediately they become aware of any threat to the Scheme;
- 28.1.3 comply with all reasonable directions of the Council concerning the safety and security of the Scheme; and
- 28.1.4 maintain the safe custody of all keys, cards and remote control handsets for use in relation to their lot and the common property. If any such keys, cards or remote control handsets are lost or damaged, they shall be repaired or replaced as the Council shall require at the cost of the Proprietor. If, in the opinion of the Council, the loss or damage affects the security of the Scheme, then that Proprietor shall pay all costs necessary to ensure security is preserved for all the lots and the common property.

## 29. CONTRACTOR INSTRUCTIONS

- 29.1 No Proprietor or occupier may directly instruct any contractors or tradespersons or other persons employed by the Strata Company unless authorised by the Council.
- 29.2 If a Proprietor, occupier or Proprietor's Invitees instructs a contractor or tradespersons or other persons employed by the Strata Company 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 tradesperson pursuant to that instruction.

## 30. POOL AND POOL FACILITIES

30.1 In this By-law 30:

**"Approved Person"** means an adult Proprietor while residing in a Residential Lot or the lawful occupier of a Residential Lot and includes an Invitee of that Proprietor or occupier while in the company of that Proprietor or occupier but does not include a Proprietor or occupier or an Invitee of that Proprietor or occupier of a Commercial Lot;

**"Pool"** means the swimming pool comprised in the Scheme, including all associated surrounds, enclosures, pumps, filters and other accessories installed or used in connection with the use, safety, hygiene or management of the swimming pool; and

**"Pool Facilities"** means the Pool and any associated Facilities comprised in the Scheme.

30.2 An Approved Person shall not:

- 30.2.1 allow any child under the age of fourteen (14) years to use the Pool when not supervised by an Approved Person;
- 30.2.2 invite more than 6 persons, including children, at any one time, to use the Pool or Pool Facilities without the prior written approval of the Council;

**23. WINDOW TREATMENTS - BLINDS OR CURTAINS**

- 23.1 A Proprietor, occupier, lessee or tenant of a Residential Lot shall have a beige/cream backing to any curtains or blinds which may be used on the Residential Lot to maintain a consistent aesthetic appeal throughout the development.
- 23.2 A Proprietor, occupier, lessee or tenant of a lot must not use any temporary window treatments such as paper, plastic, cotton sheeting or foil to be affixed to the windows that are visible from the common property or public street.

**24. SIGNS**

- 24.1 No Sign or billboard of any kind shall be displayed within public view on any portion of a Residential Lot without the prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this By-law 24.1 shall prevent the original Proprietor from displaying "For Sale" signs within the Scheme so long as the original Proprietor is the Proprietor of a lot within the Scheme.
- 24.2 The Proprietor of a Commercial Lot must not install any signs without the prior written approval of the Council and the local authority.
- 24.3 Any signs or notices installed by the Proprietor of a Commercial Lot shall be maintained by the Proprietor of the Commercial Lot in good repair and condition at all times.
- 24.4 Any Sign permitted by the Council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.
- 24.5 The Council will only approve of signs which satisfy the requirements of the local authority.

**25. ANTENNA**

- 25.1 All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

**26. TEMPORARY BUILDING**

- 26.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the Scheme, except with the prior written approval of the Strata Company.
- 26.2 No garage, trailer, camper, motor home or recreational Vehicle shall be used as a temporary or permanent residence within the Scheme.

**27. PAYMENTS AND NOTIFICATIONS**

- 27.1 A Proprietor shall:
- 27.1.1 pay by the respective due dates all rates, taxes, charges, outgoings and assessments that are payable in respect of its lot;
  - 27.1.2 within twenty-eight (28) days after becoming a Proprietor, give the Council written notice of an address of the Proprietor within Western Australia for service of notices and other documents under the Act;
  - 27.1.3 notify the Council of any mortgage or other dealing in connection with its lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease, if required by the Council;
  - 27.1.4 give each occupier a copy of the By-laws at the start of the occupation;



- 19.5.2 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 Strata Manager or otherwise a member of the Council;
- 19.5.3 no security system is prejudiced or interrupted during or as a result of the carrying out of the works;
- 19.5.4 all works comply with all applicable statutory and regulatory requirements;
- 19.5.5 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 Strata Manager or otherwise a member of the Council; and
- 19.5.6 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.
- 19.6 The Proprietor shall:
- 19.6.1 notify the Strata Company in writing of that completion immediately following completion; and
- 19.6.2 if any works of a structural nature have been carried out, within ten (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 By-law 19.3 of this Schedule.
- 19.7 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 19, 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.
- 19.8 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 19.
- 19.9 While the original Proprietor is the Proprietor of a lot the original Proprietor shall, in respect of any such lot, not be subject to the restrictions or obligations contained in this By-law 19.
- 20. APPEARANCE OF LOT**
- 20.1 A Proprietor or occupier of a lot shall not, without the written consent of the Strata Company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 21. WINDOW CLEANING**
- 21.1 The Proprietor, occupier, lessee or tenant of a lot is solely responsible for the cleaning of all windows belonging to the lot both internally and externally provided that the windows can be cleaned safely and without risk of injury to the Proprietor, occupier, lessee or tenant of a lot.
- 22. GAS CONNECTION**
- 22.1 A Proprietor, occupier, lessee or tenant of a lot other than a Commercial Lot is not permitted to have any gas fittings or connections installed in the lot for a kitchen appliance, bbq, heating or for any other purpose that a gas connection or fitting may be required.

- 19.3 If the proposed works involve any alterations or additions to any wall or any other works of a structural nature, the Proprietor shall:
- 19.3.1 include with the Notice, unless otherwise waived by the Council:
- 19.3.1.1 a report from a duly qualified architect specifying the location, nature, extent and purpose of the proposed works; and
- 19.3.1.2 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; and
- 19.3.2 not commence or cause or permit to be carried out any such works without the prior approval in writing of the Strata Company.
- 19.4 If the requirements of By-laws 19.1, 19.2 and 19.3 of this Schedule 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:
- 19.4.1 without complying with the specifications referred to in By-law 19.3.1.2 of this Schedule, if that By-law applies;
- 19.4.2 without, not less than forty-eight (48) hours before such commencement, giving:
- 19.4.2.1 to the Strata Manager, if there is one, otherwise to the secretary, written notice of the proposed date of commencement; and
- 19.4.2.2 to the secretary 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;
- 19.4.3 other than on a weekday (not being a public holiday) and then only between the hours of 7am and 5pm, unless otherwise approved by the Council;
- 19.4.4 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:
- 19.4.4.1 at any time or times while any such works are being carried out; and
- 19.4.4.2 following completion, on forty-eight (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.
- 19.5 The Proprietor shall ensure that:
- 19.5.1 any garbage, waste materials or rubbish from the works is:
- 19.5.1.1 left only on such part of the parcel as the Strata Manager or otherwise a member of the Council shall specify from time to time; and
- 19.5.1.2 removed entirely from the parcel at least once per week;

**17. ADDITIONAL DUTIES OF PROPRIETORS OR OCCUPIERS**

17.1 A Proprietor or occupier shall not:

- 17.1.1 use the lot that it owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building; or
- 17.1.2 subject to section 46(h) of the Act and By-law 35 of this Schedule, keep any animals on the lot that it owns, occupies or resides in or the common property after notice in that behalf given to it by the Council.

**18. NOTICE OF ALTERATION TO LOT**

18.1 A Proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the By-laws and in any event shall not alter the structure of the lot without giving to the Strata Company, not later than fourteen (14) days before commencement of the alteration, a written notice describing the proposed alteration.

**19. ALTERATIONS AND ADDITIONS TO A LOT**

19.1 Subject to By-law 19.9 of this Schedule and without limiting the provisions or the effect of section 87 of the Act 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:

- 19.1.1 giving to the Strata Company notice in writing setting out the details of the proposed and such other information as may be prescribed by the Strata Titles General Regulations 1996 as amended or as may be required under this By-law (Notice); and
- 19.1.2 at that Proprietor's cost, complying with the provisions of this By-law 19.1.

19.2 Subject to By-law 19.3 of this Schedule, the Proprietor shall include with the Notice:

- 19.2.1 written confirmation from the relevant local authority that the proposed works have been approved by or that the approval of the local authority is not required, as the case may be;
- 19.2.2 details of all authorisations and permits required by any other relevant authority in relation to the proposed works;
- 19.2.3 details of insurances applicable to the proposed works;
- 19.2.4 a timetable for the commencement and completion of the works; and
- 19.2.5 a written undertaking by the Proprietor that:
  - 19.2.5.1 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;
  - 19.2.5.2 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
  - 19.2.5.3 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.

- 14.1.3 ensure that the health, hygiene and comfort of the Proprietor or occupier of any other lot is not adversely affected by its disposal of garbage.
- 14.2 A Proprietor or occupier shall ensure that before garbage is placed in the receptacle provided in the bin stores within the Scheme that it is securely wrapped or in the case of tins, bottles and other containers is completely drained.
- 14.3 A Proprietor or occupier of a Residential Lot acknowledges that each stage of the development shall have a bin store and a Proprietor or occupier of a Residential Lot shall only place garbage in the receptacles provided in the bin stores allocated for residential use within the relevant stage in which the lot was constructed. For example, a Proprietor or occupier of a Residential Lot in stage 1 shall only place garbage in the receptacles provided in the bin stores allocated for residential use located in stage 1.
- 14.4 A Proprietor or occupier of a Commercial Lot acknowledges that each stage of the development shall have a bin store and a Proprietor or occupier of a Commercial Lot shall only place garbage in the receptacles provided in the bin stores allocated for commercial use within the relevant stage in which the lot was constructed. For example, a Proprietor or occupier of a Commercial Lot in stage 3 shall only place garbage in the receptacles provided in the bin stores allocated for commercial use located in stage 3.
- 14.5 A Proprietor or occupier shall not dispose any large items that do not fit in the receptacle provided in the bin storage area or leave such items in the bin storage area. Such items shall be disposed in the area designated by the Strata Company.
- 14.6 The Strata Company or the Strata Manager may:
- 14.6.1 engage a caretaker or building manager to manage the bin stores and ensure that the City of Cockburn has access to the bin storage area; and
- 14.6.2 liaise with the City of Cockburn to arrange a suitable day and time for the collection of garbage and waste from the bin storage area.
- 14.7 The Strata Company, if required by the City of Cockburn, shall enter into an agreement indemnifying the City of Cockburn against any damage caused to any lot or common property during the normal course of collection of waste from any lot or common property.
- 14.8 Notwithstanding the intent of By-law 14.7 of this Schedule, a Proprietor or occupier shall comply with all local authority By-laws and ordinances relating to the removal of rubbish.

## **15. BLOCKAGE OF DRAINAGE PIPES**

- 15.1 A Proprietor or occupier of a lot shall not use the toilets and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 15.2 Any cost incurred by the Strata Company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of By-law 15.1 of this Schedule shall be borne by the Proprietor whether the same is caused by its own actions or those of the occupier or the Proprietor's Invitees.

## **16. SHORT TERM ACCOMMODATION**

- 16.1 A Proprietor, occupier, lessee or tenant of a lot shall not permit any lease in relation to a Residential Lot to be less than three (3) months duration. Any residential lease for a term of less than three (3) months duration constitutes a breach of this By-law 16.

7.1.10 object or cause any person to object to the Staged Development.

## **8. CHILDREN PLAYING UPON COMMON PROPERTY IN BUILDING**

8.1 A Proprietor or occupier of a lot shall not permit any child of whom it has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **9. DRYING OF LAUNDRY ITEMS**

9.1 A Proprietor or occupier of a lot shall not, except with the consent in writing of the Strata Company hang any washing, towel, bedding, clothing or other article on any part of the lot in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the Strata Company for the purpose.

## **10. STORAGE OF INFLAMMABLE LIQUIDS**

10.1 A Proprietor or occupier of a lot shall not, except with the approval in writing of the Strata Company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor Vehicle or internal combustion engine.

## **11. MOVING FURNITURE ON OR THROUGH COMMON PROPERTY**

11.1 A Proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless it has first given to the Council sufficient notice of its intention to do so to enable the Council to arrange for its nominee to be present at the time when it does so.

## **12. FLOOR COVERINGS**

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

12.2 A Proprietor shall ensure that all hard floor surfaces such as timber floor boards or tiles have been laid over acoustic underlay to meet the current Building Codes of Australia requirements. If a Proprietor alters any laid floor surfaces the Proprietor must ensure that it is laid over acoustic surfaces.

## **13. FLOOR LOADING**

13.1 A Proprietor occupier of a lot or a Proprietor's or occupier's Invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot.

## **14. GARBAGE DISPOSAL**

14.1 A Proprietor or occupier of a lot:

14.1.1 shall maintain within its lot, or on such part of the common property as may be authorised by the Strata Company, in clean and dry condition and adequately covered, a receptacle for garbage;

14.1.2 comply with all local laws relating to the disposal of garbage;

**4. CAR BAYS**

4.1 A Proprietor or occupier of a lot shall not:

- 4.1.1 erect any form of structure within or on the boundary of any part of its lot intended for use as a car bay which may prevent access to contiguous car bays; and
- 4.1.2 grant any lease, licence or other occupancy right to any person who is not a lot Proprietor in respect of any portion of its lot used as a car bay or storage area.

**5. OBSTRUCTION OF COMMON PROPERTY**

5.1 A Proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

**6. DAMAGE TO LAWNS ON COMMON PROPERTY**

6.1 Except with the approval of the Strata Company, a Proprietor or occupier of a lot shall not:

- 6.1.1 damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- 6.1.2 use any portion of the common property for its own purposes as a garden.

**7. BEHAVIOUR OF PROPRIETORS AND OCCUPIERS**

7.1 A Proprietor or occupier shall not:

- 7.1.1 use its lot or any part of the common property for any purpose which may be a breach of the By-laws, the regulations or By-laws of the local authority or any other governmental regulation or law;
- 7.1.2 use its lot for any purpose that may be illegal or immoral or injure the reputation of the Scheme;
- 7.1.3 obstruct the lawful use of the common property (other than its exclusive use of the common property, if any) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than its exclusive use of the common property, if any) to any person lawfully using the same;
- 7.1.4 deposit or throw upon any lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 7.1.5 make undue noise in or about its lot or the common property that disturbs any other person or that contravenes the regulations, or By-laws of the local authority or any other governmental regulation or law;
- 7.1.6 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 7.1.7 be inadequately or inappropriately clothed when upon common property;
- 7.1.8 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 7.1.9 without the written consent of the Strata Company, maintain within its lot anything visible from outside its lot which is not in keeping with the essence and theme of the development or amenity or reputation of the Scheme; and

## SCHEDULE 2 CONDUCT BY-LAWS

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### 1. POWER OF PROPRIETOR TO DECORATE

- 1.1 A Proprietor may, without obtaining the consent of the Strata Company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of its lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface. Wand so long as such action does not unreasonably damage the common property.

### 2. ESSENCE AND THEME OF DEVELOPMENT AND USE OF LOTS

- 2.1 The essence and theme of the development is a mixed use commercial and residential development.
- 2.2 The Commercial Lots may consist of restaurants, cafes, coffee shops, delicatessens, clothing stores or any other businesses permitted by the City of Cockburn.
- 2.3 Each Proprietor, occupier or other resident of a lot accepts that the Commercial Lots are permitted to play recorded music (subject to the Proprietor or occupier of the Commercial Lot obtaining the necessary approvals and licences) in accordance with the theme of the Commercial Lots but only to attract and maintain customers for the purpose of ongoing business.
- 2.4 The Proprietors, occupiers or other residents will not object to and have no right to prevent the playing of recorded music from any Commercial Lot unless the sound emitted is in breach of local By-laws prescribed by the City of Cockburn.
- 2.5 Each Proprietor must ensure that any alteration to its lot is consistent with the essence and theme of the development.
- 2.6 No Proprietor, occupier or other resident shall use its lot for any purpose or conduct any activity on its lot which is contrary to the essence and theme of the development.

### 3. VEHICLES

- 3.1 A Proprietor or occupier of a lot shall not park or stand any motor or other Vehicle upon common property except with the written approval of the Strata Company.
- 3.2 A Proprietor, occupier or a Proprietor's Invitee shall not:
- 3.2.1 drive or control any Vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
  - 3.2.2 conduct repairs on or restoration to any Vehicle, on any portion of the common property;
  - 3.2.3 use a designated parking bay for any purpose other than parking one motor Vehicle;
  - 3.2.4 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial Vehicle; or
  - 3.2.5 park or leave any Vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

- 20.7.2 obtain from any person holding a registered interest or other interest (other than a statutory interest) affecting the proprietor's lot, written consent as required by section 20(4) of the Act.
- 20.8 If any re-subdivision of the original proprietor's lot complies with all planning requirements of the local authority, each proprietor must:
- 20.8.1 cause the strata company to consent to the proposed Plan of Re-subdivision and the proposed allocation of unit entitlements as required by section 8A(a)(ii)(l) of the Act;
- 20.8.2 certify its consent to the proposed Plan of Re-subdivision as required by section 8A(i) of the Act;
- 20.8.3 certify its consent to the proposed allocation of unit entitlements as required by section 8A(j) of the Act;
- 20.8.4 obtain from any person holding a registered interest in or a caveat affecting the proprietor's lot, a certificate as required by section 8A(i) of the Act; and
- 20.8.5 obtain from any person holding a registered interest in or a caveat affecting the proprietor's lot, a certificate as required by section 8A(j) of the Act.
- 20.9 For the purposes of section 7A(3)(a) of the Act, the plot ratio restrictions and open space requirements for the original proprietor's lot are those provided for by the local authority.
- 20.10 Each proprietor hereby irrevocably appoints the original proprietor severally its proxy to vote on its behalf at any meeting of the strata company (to the exclusion of the proprietor if present at the meeting) called to deal with any aspect of the development of the original proprietor's lot.
- 20.11 The proprietors direct the strata company to affix the common seal of the strata company or Australand as attorney for the strata company to execute all necessary documents including but not limited to the application and plan of re-subdivision for the purpose of carrying out and completing the Staged Development.
- 20.12 Each proprietor shall ratify and confirm all acts, deeds and things done by the original proprietor as proxy constituted under By-law 20.9 of this Schedule.
- 20.13 Each proprietor and occupier acknowledges that during the Staged Development, the proprietor or occupier of a lot or lots may be affected by:
- 20.13.1 the emission of noise and vibration, dust and other impacts arising from the construction and development of the Staged Development including but not limited to the use of heavy vehicles and heavy machinery such as a tower crane, concrete delivery trucks, bobcats, hoardings, scaffolding;
- 20.13.2 temporary interruption to services and utility to the lot or common property; and
- 20.13.3 temporary closure to the amenities in the scheme or restricted access to part or parts of the common property for health and safety reasons,
- 20.13.4 and each proprietor and occupier must not make any objection to or interfere with the construction and completion of the Staged Development.



## 20. STAGED DEVELOPMENT

- 20.1 The proprietors acknowledge that the original proprietor intends to develop the land the subject of the strata plan in stages (Staged Development) in accordance with the strata plan, Stage 2 Strata Plan of Re-subdivision, Stage 3 Strata Plan of Re-subdivision and Stage 4 Strata Plan of Re-subdivision (copies of which are annexed as Annexure B, Annexure C and Annexure D respectively) (Plan of Re-subdivision).
- 20.2 If the original proprietor proceeds with the Staged Development, the strata company shall by resolution without dissent, in accordance with sections 7, 7A, 7B, 18, 19 and 20 of the Act and by unanimous resolution in accordance with section sections 8 and 8A of the Act (as the case may be), approve and grant permission to the development of the original proprietor's lot including:
- 20.2.1 the demolition, reconstruction or replacement (by buildings of the same or any different nature or kind) of any building comprised in the original proprietor's lot at the date of registration of the strata plan, Stage 2 Strata Plan of Re-Subdivision, Stage 3 Strata Plan of Re-Subdivision or Stage 4 Strata Plan of Re-Subdivision (as the case may be) and the construction of any other buildings or the addition of structures, improvements or services of any kind to the original proprietor's lot at the cost in all respects of the original proprietor in accordance with any plans and specifications submitted to the strata company by the original proprietor, including, but not limited to:
- 20.2.1.1 any changes, alterations or additions to any access to or from the original proprietor's lot or any other lot whether on a shared basis, by way of easement, cross-easement, By-law or otherwise;
- 20.2.1.2 without limiting the generality of the preceding sub-paragraph, the grant of any easement over common property for pedestrian or vehicular access to or from the original proprietor's lot;
- 20.2.1.3 any subdivision or re-subdivision to create new lots and common property within the original proprietor's lot;
- 20.2.1.4 any amendment to the schedule of unit entitlements as may be certified by a licensed valuer as being appropriate after any such demolition, construction or reconstruction, sub-division or re-subdivision; and
- 20.2.2 the use for residential or commercial purposes in respect of any present or future building or other improvement on the original proprietor's lot which is approved by the local authority.
- 20.3 No proprietor of a lot or any person holding an interest in a lot shall object to, or cause the strata company to object to, the development of the original proprietor's lot.
- 20.4 Each proprietor consents to and must procure the consent of any person who has a registered interest in any lot on the scheme to:
- 20.4.1 the subdivision or re-subdivision of the original proprietor's lot or lots; and
- 20.4.2 the original proprietor's application and registration of the Plan of Re-subdivision and the allocation of unit entitlement set out in the application.
- 20.5 No proprietor of a lot or any person holding an interest in a lot shall object to, or cause the strata
- 20.6 company to object to the development of the original proprietor's lot.
- 20.7 Each proprietor must cause the strata company to consent to the grant of any easement over common property for the purposes mentioned in By-law 20.21.2 of this Schedule and must:
- 20.7.1 certify its consent to such grant under section 20(4) of the Act; and

- (c) the costs and expenses of any tradesmen, security guards or other personnel engaged by the Strata Company;
- (d) the costs and expenses of any contractors, consultants or experts engaged by the Strata Company; and
- (e) 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;

**"Debt Recovery Action"** means any action in a court of competent jurisdiction by the Strata Company;

**"Default"** or **"Related Expenses"** includes:

- (a) Litigation Expenses; and
- (b) Work Expenses;

**"Defaulting Proprietor"** means:

- (a) 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;
- (b) the Proprietor who owes the debt the subject of the Debt Recovery Action;
- (c) the Proprietor or occupier of the lot of which:
  - (i) 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; or
  - (ii) owes the debt the subject of the Debt Recovery Action;

**"Litigation"** includes:

- (a) 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;
- (b) any Debt Recovery Action;
- (c) 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 and any appeal from any such application;

**"Litigation Expenses"** means the costs of the Litigation; and

**"Work Expenses"** means the costs of carrying out work under sections 94(1), 94(2) or 94(3) of the Act.

## 19. POWER OF ATTORNEY

- 19.1 The strata company appoints Australand Holdings Limited ACN 008 443 696 ("Australand") as its attorney from the formation of the strata company until the completion of the development on the land the subject of the strata plan.
- 19.2 As attorney of the strata company, Australand shall have the power to sign and lodge any application or document relevant to the carrying out and completion of the development of the land comprised in the strata plan including but not limited to a plan of re-subdivision.

- 17.11.3 keep any part of the Blind and the Equipment that is visible from any part of the Scheme free from dirt, corrosion and unsightly marks or objects;
- 17.11.4 allow the Strata Company by its members, agents, employees and contractors to enter upon his Lot and/or the Blind Fitting Area to inspect and carry out works on common property, after giving reasonable notice;
- 17.11.5 at the Proprietor's own cost, keep in good and serviceable repair, properly maintain, and where necessary, renew and replace the Blind and the Equipment and do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause;
- 17.11.6 on the written request of the Council make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage to common property caused by the installation, repair, maintenance, renewal, replacement or removal of the Blind and the Equipment;
- 17.11.7 indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Blind or the Equipment; and
- 17.11.8 obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demand, suits or causes of action referred to in By-law 17.5.7, and upon demand by the Council, produce evidence that such insurance has been obtained and is current.
- 17.11.9 If a Proprietor fails to comply with By-laws 17.5.5 or 17.5.6, after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recoverable from that Proprietor as if such costs were a contribution levied pursuant to Section 100(1) of the Act.
- 17.12 If the Proprietor shall make default in the observance of any of the provisions set forth in this By-law then the Strata Company may serve written notice on the Proprietor specifying the default and requiring that the default be made good and if such default shall continue for a period of thirty (30) days next following the date of service of such notice the Strata Company, with or without workmen, servants, agents or otherwise, may enter into and upon the Lot to make good such default.
- 17.13 The rights more particularly mentioned in By-law 17.2 shall be granted for a term commencing on the date of registration of this Notification of Change of By-law and shall continue in full force and effect until the earlier of:
- 17.13.1 the destruction (as determined in accordance with the provisions of the Act) of the building;
- 17.13.2 the termination of the strata plan; or
- 17.13.3 if the Proprietor shall at any time fail or neglect to perform or observe any of the conditions contained in this By-law after notice has been given in accordance with By-law 17.7, then in such case at any time the Strata Company or the Council may determine this By-law by notice in writing to the Proprietor.

## **18. LEVIES ON DIFFERENTIAL BASIS FOR DEFAULT AND RELATED EXPENSES**

18.1 In this By-law 18:

"Costs" means all costs of and incidental to the relevant work or matter, including:

- (a) 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 development;
- (b) the costs and expenses of any debt collection agent engaged by the Strata Company;

17.6 If a Proprietor fails to comply with sub-by-law 17.5.7, 17.5.9 or 17.5.10, after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 100(1) of the Act.

17.7 In this By-law:

**"Balcony"** means that portion of a Lot intended for use as a balcony and described as such on the Strata Plan;

**"Blind"** means:

- (a) A crank retractable awning or blind;
- (b) With a track box which is fitted to the underside of the Balcony ceiling and to the inner side of the balustrade;
- (c) In a fabric mesh, no more than 95% block-out and in a colour to match the colour of the Balcony walls;
- (d) Which has no joints;
- (e) Which is of full length so that it falls to just above the floor line;
- (f) Wherever practicable the blind must not be attached to the Balcony floor or slab; and
- (g) Should only be affixed to the wall or balustrade of the Balcony;

**"Blind Fitting Area"** means that portion of the common property cubic space of the external surface of the wall adjacent to the Balcony required to affix the Blind and the Equipment in which the Blind will be installed and maintained;

**"Equipment"** means:

- (a) all fixtures and supports necessary for the Blind's safe installation including but not limited to mounting fixtures;
- (b) the wires, cables and timber box affixing the Blind within the Blind Fitting Area;

**"Lot"** means a Lot of the Scheme with a Balcony.

17.8 The Proprietor shall have in relation to the Lot, the exclusive use and enjoyment over the Blind Fitting Area for the purpose of installing and maintaining the Blind and the Equipment.

17.9 The Proprietor must provide evidence of approval by the Local Authority to install the Blind as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.

17.10 The permission of the Council referred to in By-law 17.3:

17.10.1 must be in writing;

17.10.2 may be subject to such conditions as the Council may reasonably determine, including but not limited to conditions as to the installation process, style, type, colour, capacity, position and method of fixing of such items;

17.11 The Proprietor must:

17.11.1 install the Blind permitted by the Council at his own cost;

17.11.2 not alter, modify, erect, remove or add to the Blind or the Equipment without the written approval of the Council;

- 17.3 Subject to sub-bylaw 17.4, the permission of the Council referred to in sub-bylaw 17.1:
- 17.3.1 must be in writing;
  - 17.3.2 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
  - 17.3.3 may be withdrawn, as the Council may from time to time reasonably determine.
- 17.4 The Council:
- 17.4.1 must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land; and
  - 17.4.2 Is not obliged to permit the installation of any item or improvement.
- 17.5 Each Proprietor granted rights by Schedule 1 By-Laws 15 and 16 must:
- 17.5.1 install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
  - 17.5.2 not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
  - 17.5.3 keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
  - 17.5.4 ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
  - 17.5.5 allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
  - 17.5.6 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;
  - 17.5.7 not assign sub-lease or in any other way grant any such rights to any other person;
  - 17.5.8 remove the Permitted Item after having received notice from the Council of being required to do so;
  - 17.5.9 on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
  - 17.5.10 indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
  - 17.5.11 obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action, upon demand by the Council, produce evidence that such insurance has been obtained and is current

- 16.5.2 is not obliged to permit the installation of any item or improvement.
- 16.6 Each proprietor granted rights shall:
- 16.6.1 install any permitted item, permitted by the council after the registration of the strata plan, at his own cost;
  - 16.6.2 not alter, modify, erect, demolish, remove or add to the permitted item without the written approval of the council;
  - 16.6.3 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;
  - 16.6.4 ensure that the use of the permitted item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the parcel;
  - 16.6.5 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;
  - 16.6.6 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;
  - 16.6.7 not assign sub-lease or in any other way grant any such rights to any other person;
  - 16.6.8 remove the permitted item after having received notice from the council of being required to do so;
  - 16.6.9 on the written request of the council, make good, at the proprietor's own cost and to the reasonable satisfaction of the council, any damage caused by the installation, repair, maintenance renewal, replacement and removal of the permitted item;
  - 16.6.10 indemnify the strata company and the council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the permitted item;
  - 16.6.11 obtain and ensure that all occupiers of the lot obtain comprehensive to adequately cover all actions, claims, demands, suits or causes of action referred to in sub bylaw (5)(1) and upon demand by the council, produce evidence that such insurance has been obtained and is current.
- 16.7 If a proprietor fails to comply with sub-bylaws 16.7.6, 16.7.8 or 16.7.9, after giving that proprietor reasonable notice, the council may arrange and carry out all works required. The costs of any such works may be recovered from that proprietor as if such costs were a contribution levied pursuant to Section 100(1) of the Act.

## **17. EXCLUSIVE USE OF COMMON PROPERTY: CONDITIONS OF GRANT OF RIGHTS**

- 17.1 In this By-Law 17:
- “Permitted Item” means, each of the items the subject of rights granted by Schedule 1 By-Law 15 and 16 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to, or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 17.2 A Proprietor who applies to the Council for the permission referred to in sub-bylaws 15 and 16 must provide evidence of approval by the local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.

14.4.5 shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.

## 15. EXCLUSIVE USE OF COMMON PROPERTY: AIR-CONDITIONING

15.1 Subject to compliance with By-Law 17, each Proprietor of a Lot shall have, in relation to its Residential Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Residential Lot.

15.2 Each Proprietor referred to in By-Law 15 must:

15.2.1 maintain the common property occupied by the Air-Conditioning System in accordance with section 91(1)(c) of the Act;

15.2.2 maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and

15.2.3 not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

## 16. EXCLUSIVE USE OF COMMON PROPERTY: SUNDRY ITEMS

16.1 In this By-law 16:

**"Fixtures and Fittings"** means all sundry and incidental items, including but not limited to, air conditioners, intercom and building management systems, flyscreens, screens, door locks, lights, letterboxes, balcony blinds, installed, erected fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to, or provide a utility or a service to a specific lot and are solely for the benefit of that lot.

16.2 Each proprietor shall have in relation to his lot:

16.2.1 the special privilege of installing and keeping the Fixtures and Fittings on common property; and

16.2.2 the exclusive use of the common property consisting of the fixtures and fittings and the cubic space occupied by them.

16.3 A proprietor who applies to the council for the permission to install, erect, fix or attach an item as a Fixture and Fitting shall provide evidence of approval by the local government as may be required and also such other documents in support of the application for permission as the council shall reasonably specify.

16.4 Subject to By-law 16.4, the permission of the council referred to in By-law 16.3 shall:

16.4.1 be in writing:

16.4.2 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

16.4.3 may be withdrawn, as the council may from time to time reasonably determine.

16.5 The council:

16.5.1 shall not permit the installation of any item visible from another lot that is not in keeping with the rest of the improvements on the parcel; and

- 12.4.4 If the Proprietor does not comply with the above the Strata Company may remedy the default at the cost of the Proprietor and invoice the Proprietor for the costs of remedying the default;
- 12.4.5 If the Proprietor receives an invoice for costs of remedying a default the Proprietor must make payment of the invoice within seven (7) days of receipt;
- 12.4.6 If the Proprietor does not make payment on the invoice the Strata Company may at its option revoke the rights conferred under this By-law;
- 12.4.7 If a Proprietor is served with a Notice of Default of its obligations under this By-law on more than 3 times during any 90 day period the Strata Company may at its option revoke the rights conferred under this By-law.
- 12.5 The rights conferred under this By-law are granted solely for the purpose of extracting exhaust fumes from the operations of Lot 94 (Attachment 2) & Lots 134, Lot 135 and Lot 136 (Attachment 1) as food outlets. No other use or privilege in relation to the Exhaust System is granted.

### **13. EXHAUST FUND LEVY**

- 13.1 The Strata Company will keep in good repair and if necessary replace the Exhaust System and every part of it and will maintain the Exhaust System in a state of cleanliness at the cost of the Commercial Proprietors with that cost to be shared equally between the Commercial Proprietors.
- 13.2 The Strata Company shall establish an Exhaust Fund for purposes of meeting the Exhaust System Costs.
- 13.3 Only the Commercial Proprietors shall be levied in respect of the Exhaust Fund and only the Commercial Proprietors shall pay the Exhaust System Costs. The Strata Company shall levy contributions to the Exhaust Fund equally between the Commercial Proprietors.

### **14. EXCLUSIVE USE OF COMMON PROPERTY: LOTS 134 AND 135**

- 14.1 The Proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.2 The Proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.3 When using their respective Exclusive Use Areas identified in Attachment 3, the Proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;
- 14.4 The Proprietors of Lots 134 and 135 shall each:
- 14.4.1 pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
- 14.4.2 at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
- 14.4.3 carry out and perform the duties of the Strata Company imposed by section 91(1)(c) of the Act as may be amended from time to time in respect to their respective Exclusive Use Areas;
- 14.4.4 take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and



- 12.3 The rights conferred under this By-law are granted subject to the following conditions:
- 12.3.1 The Commercial Proprietors' ductwork connections to the Exhaust System must comply with all specifications and requirements determined by an engineer appointed by the Strata Company.
  - 12.3.2 The individual ductwork connections of Lot 94 (Annex B) & Lots 134, Lot 135 and Lot 136 (Annex A) to the Exhaust System will be installed by and at the cost of the connecting Commercial Proprietor.
  - 12.3.3 Except for the individual connection to the Exhaust System, the Commercial Proprietors must not alter, remove any part of, demolish, add to, modify or undertake any additional building works to or on the Exhaust System without the consent in writing of the Strata Company.
  - 12.3.4 The Commercial Proprietors must not use the Exhaust System to extract fumes exceeding 2000 litres per second per connection or such other maximum rate as specified by the Strata Company in writing to the Commercial Proprietors from time to time.
  - 12.3.5 The Commercial Proprietors must comply with any and all other specifications, regulations and requirements as to the extraction of fumes and use of the Exhaust System as specified by the Strata Company in writing from time to time.
  - 12.3.6 The Commercial Proprietors must take all reasonable steps to procure and ensure that all occupiers of and visitors to their lots comply with the provisions of this By-law.
  - 12.3.7 The Commercial Proprietors will comply with all conditions of any approvals obtained from Local Government and Statutory bodies in relation to the use of their lots as food outlets.
  - 12.3.8 The Commercial Proprietors will comply with any subsequent requests, orders or instructions of any kind received from the Local Government or Statutory bodies.
  - 12.3.9 The Commercial Proprietors shall effect insurance which includes insurance of the Exhaust System in respect of damage or destruction by fire, explosion, storm, tempest, and by any other cause, and in respect of personal injury and loss, in an amount that is not less than that determined each year by the Council of the Strata Company, or the amount which is required under the Act or the Strata Titles General Regulations, or an amount of \$20Million whichever is higher, and shall also each year provide the Council of the Strata Company with evidence that the insurance cover referred to in this By-law is in place.
  - 12.3.10 The Commercial Proprietors shall use and enjoy the Exhaust System entirely at their own risk and shall indemnify the Strata Company against any or all claims for damage to property or death or injury to persons arising from the Proprietor's rights, use and enjoyment of the Exhaust System.
  - 12.3.11 The Strata Company, its agents and servants may, at all times, enter upon the Exhaust System area for the purpose of inspecting, maintaining, and repairing the same and for ensuring that these By-laws are observed.
- 12.4 If any Proprietor does not comply with any of the conditions of By-law 12.3 the Proprietor will be in default and:
- 12.4.1 The Strata Company may issue a Notice of Default requiring the Proprietor to remedy the default at no cost to the Strata Company;
  - 12.4.2 Notice must be in writing and contain details of the default and the remedy that the Strata Company requires;
  - 12.4.3 If the Strata Company issues a Notice to the Proprietor, the Proprietor must, within fourteen (14) days, remedy the default in accordance with the Notice and to the satisfaction of the Strata Company;

- 10.1.5 if the Proprietor nominates electronic access, by notification using the nominated electronic means that the Notice of Meeting is available and how the nominated access means may be used to access the Notice of Meeting.

## 11. FIRE PREVENTATIVE EQUIPMENT

- 11.1 The Proprietor of each lot shall at the Proprietor's expense ensure smoke detectors to the Lot are maintained and in good working order including ensuring back-up batteries are regularly replaced and remain charged at all times.
- 11.2 The Proprietor shall be liable to reimburse the Strata Company for all costs incurred by the Strata Company resulting from the activation of any fire alarm as a result of any act or omission of any person occupying or within the Proprietor's lot or from any smoke or fire within the Lot including but not limited to the costs of emergency service attendances.
- 11.3 The Strata Company shall issue to the Proprietor a written notice specifying the amount of the charges for which reimbursement is required and the period of time to which those charges relate and the Proprietor shall by way of reimbursement pay the amount of the charges specified in that notice to the Strata Company within thirty (30) days of the date of service of the notice on the Proprietor.
- 11.4 The liability of the Proprietor to reimburse the Strata Company for charges exists when determined to be directly caused/related to the Owner or the tenant.

## 12. EXHAUST SYSTEM – LOTS 134, 135 AND 136 AND LOT 94

- 12.1 In By-laws 12 and 13:

**"Exhaust System"** means the common property Exhaust system the base of which is situated at the rear of part Lot 136 of the ground floor as is designated by the area marked "EX-134, EX-135 and EX-136" in the plan that is attached as Attachment 1 and which includes all cubic space above that shaded area between the ground level and the roof above and any roof fixtures covering the riser, and, the common property Exhaust system the base of which is situated on the rear south west corner of part Lot 94, of the ground floor as is designated by the area marked "EX USE 94" in the plan that is attached as Attachment 2 and which includes all cubic space above that shaded area between the ground level and the roof above and any roof fixtures covering the riser;

**"Exhaust System Costs"** means the costs, expenses and outgoing incurred in relation to:

- (a) Obtaining engineering and construction advice and other specialist or advisory services associated with the Exhaust System;
- (b) Installing plant and equipment associated with the Exhaust System;
- (c) Maintaining plant and equipment associated with the Exhaust System;
- (d) Cleaning all or any part of the Exhaust System;
- (e) Replacing all or any part of the Exhaust System; and
- (f) Repairing all or any part of the Exhaust System and all other expenses relating wholly or predominantly to the Exhaust System.

**"Commercial Proprietors"** means the Proprietors of Lot 94, Lot 134, Lot 135 and Lot 136.

- 12.2 The Strata Company grants to each of the Commercial Proprietors who sign a written consent in a form reasonably required by the Strata Company the right to install a connection of that lot's ductwork to the riser and use the Exhaust System to the exclusion of all other Proprietors.

- 7.3 A member of a Council may appoint an Owner of a Lot, or an individual authorised under the section 136 of the Act by a corporation which is an Owner of a Lot, to act in the member's place as a member of the Council at any meeting of the Council.
- 7.4 An Owner of a Lot or individual may be appointed under By-law 7.3 whether or not that person is a member of the Council.
- 7.5 If a person appointed under By-law 7.3 is a member of the Council the person may, at any meeting of the Council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

## **8. POWERS AND DUTIES OF SECRETARY OF THE STRATA COMPANY**

- 8.1 The powers and duties of the secretary of a Strata Company include:
- 8.1.1 the preparation and distribution of minutes of meetings of the Strata Company and the submission of a motion for confirmation of the minutes of any meeting of the Strata Company at the next such meeting; and
  - 8.1.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act; and
  - 8.1.3 the supply of information on behalf of the Strata Company in accordance with Sections 108 and 109 of the Act; and
  - 8.1.4 the answering of communications addressed to the Strata Company and
  - 8.1.5 the calling of nominations of candidates for election as members of the Council; and
  - 8.1.6 subject to Sections 127, 128, 129, 200(2)(f) and 200(2)(g) of the Act, the convening of meetings of the Strata Company and of the Council.

## **9. POWERS AND DUTIES OF TREASURER OF THE STRATA COMPANY**

- 9.1 The powers and duties of the treasurer of a Strata Company include:
- 9.1.1 the notifying of Owners of Lots of any contributions levied under the Act; and
  - 9.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company; and
  - 9.1.3 the preparation of any certificate applied for under section 110 of the Act; and
  - 9.1.4 the keeping of the records of account referred to in section 110 of the Act and the preparation of the statement of accounts referred to in section 101 of the Act.

## **10. SERVICE OF DOCUMENTS**

- 10.1 Any notice or other document required or authorised by the Act or these By-laws to be served by the Strata Company on a Proprietor may be served:
- 10.1.1 personally; or
  - 10.1.2 by sending it by post to an address as specified in the roll kept by the Strata Company in compliance with Section 35A of the Act; or
  - 10.1.3 by sending it to the fax number or electronic address nominated by a Proprietor, or
  - 10.1.4 by sending it by other electronic means nominated by the Proprietor, or

## 5. CHAIRPERSON, SECRETARY AND TREASURER

- 5.1 The number of a Council must, at the first meeting of the Council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the Council.
- 5.2 A person:
- 5.2.1 must not be appointed to an office referred to in By-law 5.1 unless the person is a member of the Council; and
  - 5.2.2 may be appointed to one or more of those offices.
- 5.3 A person appointed to an office referred to in By-law 5.1 holds office until the first of the following events happens:
- 5.3.1 the person ceases to be a member of the Council under By-law 3.7;
  - 5.3.2 receipt by the Strata Company of a written notice of the person's resignation from that office;
  - 5.3.3 another person is appointed by the Council to hold that office.
- 5.4 The remaining members of the Council must appoint a member of the Council to fill a vacancy in an office referred to in By-law 5.1, other than a vacancy arising under By-laws 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's term in office.
- 5.5 The chairperson is to preside at all meetings of the Council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the Council present at that meeting can appoint one of their number to preside at that meeting during the absence of the chairperson.

## 6. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

- 6.1 Subject to By-law 6.2, the chairperson, secretary and treasurer of the Council are also respectively the chairperson, secretary and treasurer of the Strata Company.
- 6.2 A Strata Company may at a general meeting authorise a person who is not an Owner of a Lot to act as the chairperson of the Strata Company for the purposes of that meeting.
- 6.3 A person appointed under By-law 6.2 may act until the end of the meeting for which the person was appointed to act.

## 7. MEETINGS OF COUNCIL

- 7.1 At meetings of the Council, all matters must be determined by a simple majority vote.
- 7.2 The Council may:
- 7.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the Council must meet when any member of the Council gives to the other members not less than seven (7) days' notice of a meeting proposed by the member, specifying in the notice the reasons for calling the meeting; or
  - 7.2.2 employ or engage, on behalf of the Strata Company, any person as it thinks is necessary to provide any goods, amenity or service to the Strata Company; or
  - 7.2.3 subject to any restriction imposed or direction given at a general meeting of the Strata Company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

- 4.1.2 The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the Council.
- 4.1.3 A nomination is ineffective unless supported by the consent of the nominee to the nomination given:
- 4.1.3.1 in writing, and furnished to the chairperson at the meeting; or
  - 4.1.3.2 orally by a nominee who is present at the meeting in person or by proxy.
- 4.1.4 When no further nominations are forthcoming, the chairperson:
- 4.1.4.1 if the number of candidates equals the number of members of the Council determined in accordance with the requirements of By-law 3.3, must declare those candidates to be elected as members of the Council;
  - 4.1.4.2 if the number of candidates exceeds the number of members of the Council as so determined, must direct that a ballot be held.
- 4.1.5 If a ballot is to be held, the chairperson must:
- 4.1.5.1 announce the names of the candidates; and
  - 4.1.5.2 cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each Lot in respect of which the person is entitled to vote for use as a ballot form.
- 4.1.6 A person who is entitled to vote must complete a valid ballot form by:
- 4.1.6.1 writing on the form the names of candidates, equal in number to the number of members of the Council so that no name is repeated; and
  - 4.1.6.2 indicating on the form the number of each Lot in respect of which the person's vote is cast and whether the person so votes as Owner or first mortgagee of each such Lot or as proxy of the Owner or first mortgagee; and
  - 4.1.6.3 signing the ballot form; and
  - 4.1.6.4 returning it to the chairperson.
- 4.1.7 The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- 4.1.8 Subject to By-law 4.1.9, candidates, being equal in number to the number of members of the Council determined in accordance with By-law 3.3, who receive the highest numbers (in terms of Lots or unit entitlements as required under section 122 of the Act) of votes are to be declared elected to the Council.
- 4.1.9 If the number (in terms of Lots or unit entitlements as required under section 122 of the Act) of votes recorded in favour of any candidate is the lowest of the number of votes referred to in By-law 4.1.8 and:
- 4.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and
  - 4.1.9.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

- 3.4 If there are more than three (3) Lots in the Scheme, the members of the Council must be elected at each annual general meeting of the Strata Company or, if the number of Lots in the Scheme increases to more than three (3), at an extraordinary general meeting convened for that purpose.
- 3.5 If there are co-Owners of a Lot, one only of the co-Owners is eligible to be, or to be elected to be, a member of the Council and the co-Owner who is so eligible must be nominated by the co-Owners, but, if the co-Owners fail to agree on a nominee, the co-Owner who owns the largest share of the Lot is the nominee or, if there is no co-Owner who owns the largest share of the Lot, the co-Owner whose name appears first in the certificate of title for the Lot is the nominee.
- 3.6 Except if the Council consists of all the Owners of Lots in the Scheme, the Strata Company may by special resolution remove any member of the Council before the expiration of the member's term of office.
- 3.7 A member of the Council vacates office as a member of the Council:
- 3.7.1 if the member dies or ceases to be an Owner or co-Owner of a Lot; or
  - 3.7.2 on receipt by the Strata Company of a written notice of the member's resignation from the office of member; or
  - 3.7.3 at the conclusion of an annual general meeting of the Strata Company at which an election of members of the Council takes place and at which the member is not elected or re-elected; or
  - 3.7.4 in a case where the member is a member of the Council by reason of there being not more than three (3) Owners of Lots in the Scheme, on an election of members of the Council (as a result of there being an increase in the number of Owners to more than three) at which the member is not elected; or
  - 3.7.5 if the member is removed from office under By-law 3.6; or
  - 3.7.6 if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- 3.8 The remaining members of the Council may appoint a person eligible for election to the Council to fill a vacancy in the office of a member of the Council, other than a vacancy arising under By-laws 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's terms of office.
- 3.9 Except if one person is the Owner of all the Lots in the Scheme, a quorum of the Council is two (2) if the Council consists of three (3) or four (4) members; three (3) if it consists of five (5) or six (6) members; and four (4) if it consists of seven (7) members.
- 3.10 The continuing members of the Council may act even if there is a vacancy in the Council, but so long as the number of members is reduced below the number fixed by these By-laws as the quorum of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council or convening a general meeting of the Strata Company, but for no other purpose.
- 3.11 All acts done in good faith by the Council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, are as valid as if that member had been duly appointed or had duly continued in office.

#### **4. ELECTION OF COUNCIL**

- 4.1 The procedure for nomination and election of members of a Council must be in accordance with the following rules:
- 4.1.1 The meeting must determine, in accordance with the requirements of By-law 3.3 the number of persons of whom the Council is to consist.

## SCHEDULE 1 GOVERNANCE BY-LAWS

---

### 1. DUTIES OF OWNERS

#### 1.1 The Owner of a Lot must:

- 1.1.1 immediately carry out all work that may be ordered under a written law in respect of the Lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Lot;
- 1.1.2 maintain and repair the Lot and keep it in a state of good condition, reasonable wear and tear, and damage by fire, sort, tempest or act of God excepted;
- 1.1.3 notify in writing the Strata Company immediately on becoming the Owner of the Lot, including in the notice the Owner's address for service for the purposes of the *Strata Titles Act 1985* ("the Act"); and
- 1.1.4 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with the Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.

### 2. POWER OF STRATA COMPANY REGARDING SUBMETERS

- 2.1 If the supply of gas or electricity to a Lot is regulated by means of a submeter, the Strata Company may require the Owner or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200.00 and, if any amount so paid is applied by the Strata Company under this By-law to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this By-law, the Strata Company may require.
- 2.2 The Strata Company must lodge every sum received under this By-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this By-law, be held on trust for the Owner or occupier who made the payment.
- 2.3 If the Owner or occupier of a Lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that Lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Owner or occupier under this By-law, including any interest that may have been accrued in respect of that amount.
- 2.4 If a person who has paid an amount under this By-law to a Strata Company satisfied the Strata Company that the person is no longer the Owner or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of gas or electricity to that Lot during the period when that person was an Owner or occupier of the Lot, the Strata Company must refund to that person the amount then held on the person's behalf under this By-law.

### 3. CONSTITUTION OF COUNCIL

- 3.1 The powers and duties of the Strata Company must, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Company and a meeting of the Council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the Council.
- 3.2 Until the first annual general meeting of the Strata Company, the Owners of all the Lots constitute the Council.
- 3.3 If there are not more than three (3) Lots in the Scheme, the Council consists of all of the Owners of the Lots and, if there are more than three (3) Lots in the Scheme, the Council consists of not less than three (3) nor more than seven (7) of the Owners of the Lots, as is determined by the Strata Company.

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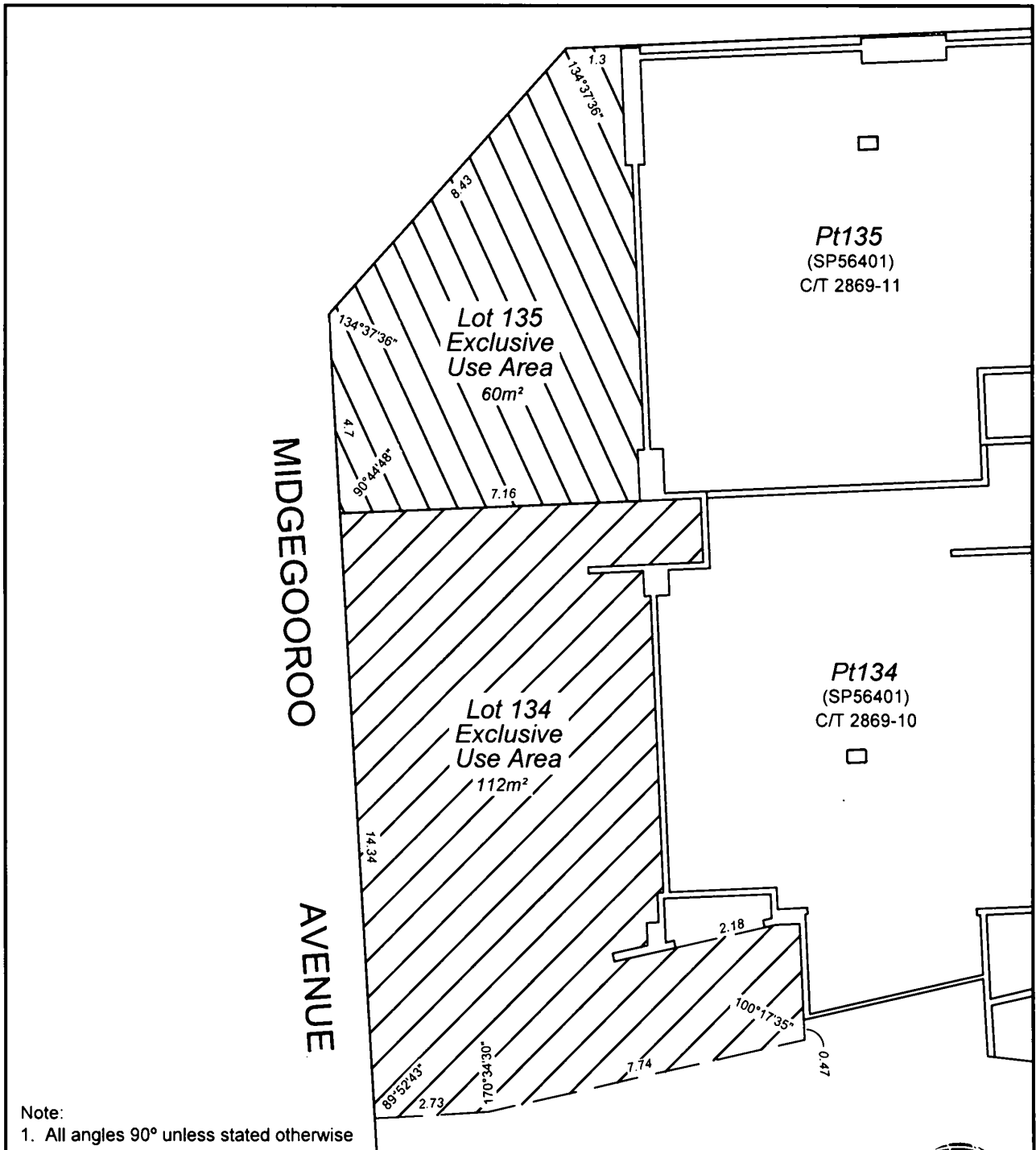
# ATTACHMENT "B" TO SCHEME BY-LAWS – FIRST CONSOLIDATION

## CONSOLIDATED SCHEME BY-LAWS

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Note:  
1. All angles 90° unless stated otherwise

Licensed Surveyor

*Niel Wells*

N. Wells

Date: 12.03.2020

118135-EU02-3.0.dwg

Scale @A4 1:125



12B Pepler Ave. Salter Point WA 6152  
Ph: 9450 7188  
email: admin@jbasurveys.com.au  
web: www.jbasurveys.com.au

CLIENT:	JOB NO: 118135	TITLE: EXCLUSIVE USE SKETCH - GROUND FLOOR	DATUM	
	PROJECT: EXCLUSIVE USE - LOTS 134 & 135 ON SP56401 C/T's 2869-10 & 2869-11 Nº 2 SIGNAL TERRACE COCKBURN CENTRAL, WA, 6164		VERT: N/A HORIZ: PCG94	
			SCALE: 1:125	
			DWG NO: 118135-EU02	VER: 3.0
			SHEET NO: 1 OF 1	A4
	SURVEYOR: NRW	DATE OF SURVEY: 12.03.2020	DRAWN BY: SF	APPROVED BY: NRW



**ATTACHMENT 3**

**EXCLUSIVE USE LOTS 134 AND 135**



## ATTACHMENT "A" TO SCHEME BY-LAWS – FIRST CONSOLIDATION

### SCHEDULE 1 GOVERNANCE BY-LAWS

#### 14. EXCLUSIVE USE OF COMMON PROPERTY: LOTS 134 AND 135

- 14.1 The Proprietor of Lot 134 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 134 Exclusive Use Area on the Plan annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.2 The Proprietor of Lot 135 has the exclusive use and enjoyment of the area of common property hatched and marked Lot 135 Exclusive Use Area on the Plan and annexed to this By-law as Attachment 3 in accordance with the terms and conditions set out in By-law 14.3;
- 14.3 When using their respective Exclusive Use Areas identified in Attachment 3, the Proprietors of Lots 134 and 135, their Lessees, Licensees, Workman, Agents and Contractors shall at all times comply with all local, state and commonwealth laws that govern the use of land including but without limitation obtaining and complying with all approvals required for the use of those Exclusive Use Areas;
- 14.4 The Proprietors of Lots 134 and 135 shall each:
- 14.4.1 pay to the Strata Company \$2,500.00 per annum plus GST if applicable for the use of their respective Exclusive Use Areas;
  - 14.4.2 at their cost, maintain and keep their respective Exclusive Use Areas in a state of good and serviceable repair;
  - 14.4.3 carry out and perform the duties of the Strata Company imposed by section 91(1)(c) of the Act as may be amended from time to time in respect to their respective Exclusive Use Areas;
  - 14.4.4 take out, maintain and pay the cost of insuring their respective Exclusive Use Areas against all insurable risks so as to render harmless the Strata Company, Council of Owners and the Lot Proprietors for their use of their respective Exclusive Use Areas; and
  - 14.4.5 shall each indemnify and keep indemnified the Strata Company, the Council of Owners and the Lot Proprietors from and against all action suits, demands and claims whatsoever arising in the course of or attributable to their use of their respective Exclusive Use Areas by themselves, their Lessees, Licensees, Workman, Agents and Contractors.





**Part 4 – By-laws of Significance**

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

By-law number(s)

**Staged subdivision by-laws<sup>3</sup>:** **Schedule 1 Governance  
By-Law 20**

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

**Exclusive use by-laws<sup>5</sup>:** **Schedule 1 Governance  
By-Laws 14 to 17 inclusive.**

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

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

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

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





**Part 3 – Consolidated By-laws of Scheme Number: SP56401**

**Governance By-Laws**

**SCHEDULE 1 BY-LAWS 1 TO 20 INCLUSIVE ANNEXED HERETO AS ATTACHMENT “B”**

**Conduct By-Laws**

**SCHEDULE 2 BY-LAWS 1 TO 57 INCLUSIVE ANNEXED HERETO AS ATTACHMENT “B”**

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



**Part 6 – Execution**

Date of Execution: 17/10/2020

**1. Common Seal**

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

**Kingston Apartments Strata Plan 56401**

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



Member of Council:

Member of Council:

D De Cesare  
Signature  
DAWN DE CESARE  
Full Name  
LOT 189 STRATA COMMITTEE  
Delegation<sup>8</sup>  
189  
Lot Number

[Signature]  
Signature  
WARRINGTON HECOTT  
Full Name  
TREASURER  
Delegation<sup>8</sup>  
LOT 23  
Lot Number

OR

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

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

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



**Part 5 – Attachments**

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

---

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

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



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

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

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



SB

# Scheme By-laws – First Consolidation

Strata Titles Act 1985  
Part 4 Division 4

Scheme Number: **SP56401**

The Owners of **Kingston Apartments Survey Strata Plan 56401** (strata company):

### Part 1 – First Consolidation

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

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

### Part 2 – Application to Amend

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

and certifies that:

By resolution without dissent, the voting period for which opened on **24/06/2020** and closed on **22/07/2020** (and which must be registered within 3 months from closing date) the  **additions/**  **amendments/**  **repeal**<sup>2</sup> to the Governance by-laws were made as detailed here.

**REFER SCHEDULE 1 GOVERNANCE BY-LAW 14 ANNEXED HERETO AS ATTACHMENT “A”**

**and /**  **or**<sup>2</sup>

By special resolution, the voting period for which opened on \_\_\_\_\_ and closed on \_\_\_\_\_ (and which must be registered within 3 months from closing date) the  **additions/**  **amendments/**  **repeal**<sup>2</sup> to the Conduct by-laws were made as detailed here.

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

<sup>2</sup> Select one.

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