

## Attachment 3

### THE OWNERS OF FOUNDRY APARTMENTS SP 59977

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

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

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

#### **Governance by-laws**

##### **1. Definitions**

- 1.1 The following words have these meanings in the Schedule 1 Bylaws whether appearing in capitals or not unless the contrary intention appears:
- “**Act**” means *Strata Titles Act 1985* as amended;
- “**Bylaws**” means the bylaws adopted by the strata company from time to time;
- “**Commercial Lot**” means a Residential Lot which is used for a commercial purpose;
- “**Common Property**” has the same meaning as in the Act;
- “**Council**” means the Council of the strata company established pursuant to the bylaws;
- “**Fixtures and Fittings**” means any fixtures and fittings in or about a lot;
- “**Insured Risk**” means fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquakes, storm, tempest, floor, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the strata company may from time to time insure against;
- “**Land**” means all the land comprised in the strata plan;
- “**Local Authority**” means the local authority as may from time to time have jurisdiction over the scheme;
- “**Lot**” or “**lot**” means a strata lot formed upon registration of the strata plan;
- “**Original Proprietor**” means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;
- “**Proprietor**” means the proprietor from time to time of a lot and the proprietor’s successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- “**Proprietor’s Invitee**” means each of the proprietor’s agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;
- “**Premises**” means the proprietor’s lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;
- “**Residential Lot**” means a lot which is intended for use as a residence;
- “**Rules**” means the rules adopted by the strata company from time to time pursuant to bylaw 19 of the Schedule 2 Bylaws;

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

**"Schedule 1 Bylaws"** means these Schedule 1 Bylaws;

**"Scheme"** means the strata scheme constituted upon registration of the strata plan;

**"Strata Company"** means the strata company constituted by the registration of the strata plan;

**"Strata Company Manager"** means the person who is appointed from time to time as strata company manager pursuant to bylaw 16 of the Schedule 1 Bylaws;

**"Strata Plan"** means the strata plan and any subdivision thereof registered from time to time in respect of the land.

## 1.2 Interpretation

In the Schedule 1 Bylaws:

1.2.1 Reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it.

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Bylaws.

## 1.3 Severability

If any Schedule 1 Bylaw is invalid or unenforceable, then the remaining Schedule 1 Bylaws shall be valid and enforceable.

## 1.4 Application

The Schedule 1 Bylaws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

## 2. Constitution of the Council

2.1 The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.

2.2 Until the inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council. So long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this bylaw shall no longer apply.



- 2.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- 2.4 The members of the council shall be elected at each annual general meeting of the strata company.
- 2.5 In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- 2.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- 2.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- 2.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.
- 2.9 A member of the council vacates his office as a member of the council:
- 2.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
  - 2.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
  - 2.9.3 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 he is not elected or re-elected; or
  - 2.9.4 where he is removed from office under bylaw 2.8 of the Schedule 1 Bylaws.
- 2.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under bylaw 2.8 of the Schedule 1 Bylaws, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- 2.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members, 3 where it consists of 5 or 6 members and 4, where it consists of 7 members.
- 2.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these bylaws 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.
- 2.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

**3. Election of council**

- 3.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
- 3.1.1 the meeting shall determine, in accordance with the requirements of bylaw 2.3 of the Schedule 1 Bylaws the number of persons of whom the council shall consist;
  - 3.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 3.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
- 3.2.1 in writing, and furnished to the chairman at the meeting;
  - 3.2.2 orally by nominee who is present at the meeting.
- 3.3 When no further nominations are forthcoming, the chairman:
- 3.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of bylaw 2.3 of the Schedule 1 Bylaws, shall declare those candidates to be elected as members of the council;
  - 3.3.2 where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- 3.4 If a ballot is to be held, the chairman shall:
- 3.4.1 announce the names of the candidates; and
  - 3.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 3.5 A person who is entitled to vote shall complete a valid ballot paper by:
- 3.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
  - 3.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
  - 3.5.3 signing the ballot-paper; and
  - 3.5.4 returning it to the chairman.
- 3.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 3.7 Subject to bylaw 3.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with bylaw 2.3 of the Schedule 1 Bylaws, who receive the highest numbers of votes shall be declared elected to the council.
- 3.8 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in bylaw 3.7 of the Schedule 1 Bylaws:
- 3.8.1 that number equals the number of votes recorded in favour of any other candidate; and

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- 3.8.2 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 shall be decided by a show of hands of those present and entitled to vote.

**4. Chairman, secretary and treasurer of council**

- 4.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- 4.2 A person:
- 4.2.1 shall not be appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws unless he is a member of the council; and
- 4.2.2 may be appointed to one or more of those offices.
- 4.3 A person appointed to an office referred to in bylaw 5.1 of the Schedule 1 Bylaws shall hold office until:
- 4.3.1 he ceases to be a member of the council;
- 4.3.2 receipt by the strata company of notice in writing of his resignation from that office; or
- 4.3.3 another person is appointed by the council to hold that office,
- whichever first happens.
- 4.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

**5. Chairman, secretary and treasurer of strata company**

- 5.1 Subject to bylaw 5.2 of the Schedule 1 Bylaws the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 5.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- 5.3 A person appointed under bylaw 5.2 of the Schedule 1 Bylaws may act until the end of the meeting for which he was appointed to act.

**6. Meetings of council**

- 6.1 At meetings of the council, all matters shall be determined by a simple majority vote.
- 6.2 The council may meet together for the conduct of business and adjourn and:
- 6.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
- 6.2.2 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.

- 6.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- 6.4 A proprietor or individual may be appointed under bylaw 6.3 of the Schedule 1 Bylaws whether or not he is a member of the council.
- 6.5 If a person appointed under bylaw 6.3 of the Schedule 1 Bylaws is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- 6.6 The council shall keep minutes of its proceedings.
- 7. Powers and duties of secretary of strata company**
- 7.1 The powers and duties of the secretary of a strata company include:
- 7.1.1 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;
  - 7.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
  - 7.1.3 the supply of information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act;
  - 7.1.4 the answering of communications addressed to the strata company;
  - 7.1.5 the calling of nominations of candidates for election as members of the council; and
  - 7.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.
- 8. Powers and duties of treasurer of strata company**
- 8.1 The powers and duties of the treasurer of a strata company include:
- 8.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
  - 8.1.2 the receipt, acknowledgement and banking of and the accounting for any money paid to the strata company;
  - 8.1.3 the preparation of any certificate applied for under section 43 of the Act; and
  - 8.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.
- 9. Alterations to Lot**
- 9.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
- 9.1.1 obtained all the necessary approvals and permits of the local authority;
  - 9.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;





- 9.1.3 given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to bylaw 18.1.1 of the Schedule 1 Bylaws;
- 9.1.4 indemnified the strata company in respect of any cost, expense or liability that may be incurred by the strata company consequent upon the proprietor undertaking the structural alterations, building or associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.
- 9.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
- 9.2.1 that that all tradesman's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
- 9.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- 9.2.3 that no security door or gate within the scheme remains open while the works are carried out;
- 9.2.4 that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- 9.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;
- 9.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietor's of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this bylaw;
- 9.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.
- 10. Exclusive Use**
- 10.1 In this Bylaw "exclusive use property" means every portion of common property comprising:
- 10.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
- 10.1.2 that portion of the common property required for an air conditioning system approved by the strata company in accordance with bylaw 3 of the Schedule 2 Bylaws.



- 10.2 The strata company grants to each proprietor who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the proprietor's lot.
- 10.3 The strata company may withdraw the exclusive use rights or any part thereof described in this bylaw 10 of the Schedule 1 Bylaws if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with bylaw 2 of this Schedule 2 Bylaws or fails to remove an air conditioning system in accordance with bylaw 3 of this Schedule 2 Bylaws.
- 10.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to bylaw 10.3 of this Schedule 1 Bylaws then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.
- 11. Responsibility for Proprietor's Invitees**
- 11.1 A proprietor shall:
- 11.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;
- 11.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.
- 12. Blockage of Drainage Pipes**
- 12.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 12.2 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 bylaws 12.1 of the Schedule 1 Bylaws shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.
- 13. Damage to Common Property**
- Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.
- 14. Instructing Contractors by Proprietors**
- 14.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.
- 14.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

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## 15. Penalty for Breach of Bylaws

Any person who breaches Schedule 1 By-Laws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.

## 16. Strata Company Management

- 16.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.
- 16.2 Unless otherwise provided in the bylaws the strata company may delegate (other than the power of delegation) all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).
- 16.3 The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the strata company:
- 16.3.1 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;
  - 16.3.2 to view the improvements within the scheme on at least 1 occasion in each year;
  - 16.3.3 arrange and attend the annual general meeting during any yearly period;
  - 16.3.4 act upon request by, or in the absence of, the chairman:
    - 16.3.4.1 as Chairman of any meeting of the strata company; or
    - 16.3.4.2 as Chairman of any meeting of the council if so agreed by all the members of the council present at the meeting;
    - 16.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with the Act and make all necessary insurance claims;
  - 16.3.5 as agent for the strata company to engage or employ contractors the caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;
  - 16.3.6 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;
  - 16.3.7 to disburse monies in accordance with the Act and the terms of the bylaws;
  - 16.3.8 to maintain the records of the strata company required by law;
  - 16.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
  - 16.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;
  - 16.3.11 to take possession of and care for the records and documents of the strata company;
  - 16.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;

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- 16.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the Schedule 1 Bylaws;
- 16.3.14 generally implement the decisions of the strata company and its council;
- 16.3.15 to make applications and submissions to the State Administrative Tribunal and the local authority on behalf of the strata company;
- 16.3.16 to attend on behalf of the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a State Administrative Tribunal or any tribunal or court;
- 16.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata company;
- 16.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- 16.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 16.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.

**17. Recovery of Costs by Strata Company**

- 17.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(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:
  - 17.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
  - 17.1.2 legal costs on an indemnity basis; and
  - 17.1.3 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.
- 17.2 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.
- 17.3 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 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.

- 17.4 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.
- 17.5 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 this bylaw and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 17.6 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 36(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 bylaw.
- 18. Smoking**
- 18.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.
- 18.2 Any proprietor who breaches this bylaw or permits a breach of that bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of this bylaw.
- 19. Reserve Fund**
- 19.1 The strata company will establish a reserve fund for the purposes of accumulating funds to meet contingent expenses other than those of a routine nature and other major expenses of the strata company likely to arise in the future.
- 19.2 The amount to be raised for the reserve fund shall be determined by the strata company from time to time but in any event shall not be less in any year that a sum equal to 0.025% of the insurable value of the Building.
- 20. Levies**
- 20.1 For the purpose of levying contributions for administrative expenses on proprietors this Bylaw shall apply in lieu of that for the method provided in Section 36(1) of the Act.
- 20.2 In this Bylaw:
- “**commercial lot expenses**” means those administrative expenses which relate wholly or predominantly to a Commercial Lot;
- “**commercial proprietor**” means the proprietor of a Commercial Lot;
- “**general expenses**” means all those administrative expenses which are not Commercial Lot expenses;
- “**residential proprietor**” means the proprietor of a Residential Lot;

**"residential lot expenses"** means those administrative expenses which relate wholly or predominantly to a Residential Lot.

- 20.3 The Strata Company may prepare separate levy contributions to recover administrative expenses in respect of:
- 20.3.1 the Residential Lots; and
  - 20.3.2 the Commercial Lots.
- 20.4 If the preceding Bylaw applies then the Strata Company will levy contributions for administrative expenses as follows:-
- 20.4.1 residential proprietors and the commercial proprietors shall pay the general expenses in proportion to the unit entitlement of their respective lots;
  - 20.4.2 only the commercial proprietors shall pay the Commercial Lot expenses.
- 20.5 For the purposes of this Bylaw a residential proprietor will pay so much of the residential lot expenses divided by the total unit entitlement of all the Residential Lots as shown on the Strata Plan and then multiplied by the unit entitlement of the residential proprietor as shown on the Strata Plan.
- 20.6 For the purposes of this Bylaw a commercial proprietor will pay so much of the Commercial Lot expenses divided by the total unit entitlement of all the Commercial Lots as shown on the Strata Plan and then multiplied by the unit entitlement of the commercial proprietor as shown on the Strata Plan.
- 21. Power of Strata Company Regarding Sub-meters**
- 21.1 Where the supply of gas or electricity to a lot is regulated by means of a sub-meter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the sub-meter an amount, determined by the Council from time to time, and, if any amount so paid is applied by the strata company under bylaw 21.2 of the Schedule 1 Bylaws, 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 Bylaw, the strata company may require.
- 21.2 The strata company shall lodge every sum received under this Bylaw to the credit of an interest bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this Bylaw, be held on trust for the proprietor or occupier who made the payment.
- 21.3 If the proprietor or other occupier of a lot in respect of which a sub-meter 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 proprietor or occupier under this Bylaw, including any interest that may have accrued in respect of that amount.
- 21.4 Where a person who has paid an amount under this Bylaw to a strata company satisfied the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this Bylaw.

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**22. Insurance Excess**

22.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:

- 22.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
- 22.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
- 22.1.3 to the fixtures and improvements of the owner of that lot; and
- 22.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-bylaw 22.1.2, where:
  - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
  - (b) the insurance claim is made by the strata company.

22.2 The responsibility of the owner under sub-bylaw 22.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:

- 22.2.1 glass (windows, doors, shower screens and mirrors); and
- 22.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

22.3 For all amounts payable as an insurance excess referred to in sub-bylaw 22.1 (**Excess Costs**), the strata company will:

- 22.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
- 22.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-bylaw 22.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

22.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

**23. Recovery Costs**

23.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies 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.

23.2 **Costs** include, without limitation:

- 23.2.1 the strata manager's costs;
- 23.2.2 debt recovery costs;
- 23.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
- 23.2.4 costs of any consultants and experts; and

- 23.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 23.3 **Legal Proceedings** include, without limitation:
- 23.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (SAT), a tribunal or any court;
- 23.3.2 an application to a court, or any other tribunal:
- (a) to recover any amount of money owing to the strata company by an owner; or
- (b) for any other matter;
- 23.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
- 23.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 23.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 23.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 23.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;
- 23.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 23.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
- (b) an invitee of the owner; or
- (c) an invitee of the occupier of the owner's lot;
- 23.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
- (b) an occupier of the owner's lot.
- 23.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 23.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;





- 23.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 23.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
  - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 23.6 The council of the strata company is empowered:
- 23.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
- 23.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in sub-by-law 23.1 in accordance with section 100(1)(c)(ii) of the Act.
- 23.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.



## Conduct by-laws

### 1. Duties of Proprietor, occupiers, etc.

#### 1.1 A proprietor shall:

- 1.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
- 1.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

#### 1.2 A proprietor shall:

- 1.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and
- 1.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

#### 1.3 A proprietor, occupier or other resident of a lot shall:

- 1.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
- 1.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
- 1.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
- 1.3.4 take all reasonable steps to ensure that his visitors comply with the bylaws of the strata company relating to the parking of motor vehicles.

### 2. Repair and Maintenance of Premises

#### 2.1 A proprietor shall at the proprietor's cost:

- 2.1.1 maintain his premises in a good state of repair and condition;
- 2.1.2 maintain his premises in a clean condition free from all vermin and insects;
- 2.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.



### 3. Individual Air Conditioning Systems

- 3.1 No proprietor shall 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:-

- 3.1.1 so noisy as to cause a disturbance to adjoining proprietors; or
- 3.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.

This bylaw does not relate to any air conditioning system installed or intended to be installed by the original proprietor.

- 3.2 If an air conditioning system condenser is to be located on a balcony and within one (1) metre of the balcony balustrade then the condenser must be installed in such a manner that there is no foothold between 150mm and 760mm above the balcony floor.

- 3.3 Without prejudice to the generality of bylaw 3.1 in the Schedule 1 Bylaws in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the strata company either:

- 3.3.1 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
- 3.3.2 subject to complying with bylaws 10 and 3 of the Schedule 1 Bylaws replace the air conditioning system.

- 3.4 Should a proprietor:

- 3.4.1 fail to repair and maintain the air conditioning system pursuant to bylaw 2 of the Schedule 1 Bylaws; or
- 3.4.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to bylaw 10.3 of the Schedule 1 Bylaws,

then the strata company may enter the proprietor's lot or his premises and:

- 3.4.3 repair and maintain the air conditioning system at the cost of the proprietor; or
- 3.4.4 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 bylaw 3 of the Schedule 1 Bylaws.

### 4. Behaviour

- 4.1 A proprietor shall not:

- 4.1.1 use his premises or any part of the common property for any purpose which may be a breach of the bylaws, the regulations or bylaws of the local authority or any other governmental regulation or law;
- 4.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;

- 4.1.3 obstruct the lawful use of the common property (other than his exclusive use property) 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 his exclusive use property) to any person lawfully using the same;
- 4.1.4 deposit or throw upon 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;
- 4.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or bylaws of the local authority or any other governmental regulation or law;
- 4.1.6 permit any child of whom he has control to play upon common property unless accompanied by an adult person exercising effective control;
- 4.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 4.1.8 be inadequately or inappropriately clothed when upon common property;
- 4.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 4.1.10 without the written consent of the strata company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 4.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

## 5. Vehicles

- 5.1 Neither a proprietor nor a proprietor's invitee shall:
  - 5.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
  - 5.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
  - 5.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
  - 5.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company;
  - 5.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
  - 5.1.6 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.

**6. Proprietor to advise of Defects**

- 6.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the strata company manager 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 his lot or premises or the common property which comes to his knowledge.
- 6.2 The strata company shall have authority to enter upon any premises 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.

**7. Garbage Disposal**

- 7.1 A proprietor shall:
- 7.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
  - 7.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
  - 7.1.3 comply with all local authority bylaws, regulations and ordinances relating to the disposal of garbage;
  - 7.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

**8. Signs**

- 8.1 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 bylaw 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.
- 8.2 The proprietor may install a sign on the exterior of a Commercial Lot:
- 8.2.1 limited to the commercial proprietors' trading name, the description of its business and the commercial proprietors' trade mark or insignia;
  - 8.2.2 the size of the sign shall not exceed the dimensions approved by the Council;
  - 8.2.3 in a style substantially similar to signs on other commercial premises in the vicinity;
  - 8.2.4 with painted or plastic characters which are not moving, flashing or animated.
- 8.3 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.
- 8.4 Any sign permitted by the council is subject to and conditional upon the granting of all necessary approvals and permits by the local authority.

**9. Antenna**

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

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**10. Pets**

In this Bylaw:

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

**"Excluded Dog"** means:

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

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

- 10.1 A proprietor or occupier of a Commercial Lot must not keep any animals on that Commercial Lot or the common property.
- 10.2 A proprietor or occupier of a Residential Lot may keep, without the consent of the strata company:
  - 10.2.1 fish, in an enclosed aquarium;
  - 10.2.2 one (1) caged bird;
  - 10.2.3 one (1) Small Dog;
  - 10.2.4 one (1) cat;
- 10.3 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:
  - 10.3.1 any other type of animal including a dog which is not a Small Dog;
  - 10.3.2 more than one (1) dog, cat, caged bird or combination thereof at the same time;
- 10.4 If a proprietor or occupier of a Residential Lot keeps an animal then the proprietor or occupier:
  - 10.4.1 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;
  - 10.4.2 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;
  - 10.4.3 must ensure that, when in or on any part of the common property, the animal is at all times held by the proprietor or occupier;

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- 10.4.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or in or about the common property for:
- (a) any noise which is disturbing to an extent which is unreasonable;
  - (b) for damage to or loss of property or injury to any person caused by the animal; and
  - (c) is responsible for cleaning up after the animal has used any part of the common property.
- 10.5 This Bylaw:
- 10.5.1 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
  - 10.5.2 does not prevent the keeping of a dog used as a guide dog or hearing dog.
- 10.6 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 Bylaw including (without limitation) where a proprietor's or occupier's animal causes or is causing:
- 10.6.1 any noise which is disturbing to an extent which is unreasonable; or
  - 10.6.2 damage to or loss of property or injury to any person.
- 10.7 A further breach under this Bylaw after a notice has been served on a proprietor or occupier of a Residential Lot under its bylaw will entitle the strata company to require the immediate removal of the animal from the Building.
- 10.8 The proprietor will:
- 10.8.1 be responsible for the health, hygiene, control and supervision of any animal in his care;
  - 10.8.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;
  - 10.8.3 not keep any animal on his lot if:
    - (a) the keeping of the animal breaches any regulation or bylaw of the local authority;
    - (b) he has failed to comply with a notice given by the council pursuant to its bylaw;
    - (c) he has within a twelve (12) month period received three notices issued under its bylaw,
- in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

## 11. Temporary Building

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- 11.1 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.
- 11.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the scheme.
12. **Moving Furniture**
- Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.
13. **Floor Coverings**
- A proprietor 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 therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.
14. **Windows**
- 14.1 A proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.
- 14.2 If a proprietor installs curtains then the back of the curtain must be coloured white.
15. **Drying**
- Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.
16. **Storage of inflammable liquids**
- Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or 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.
17. **Floor Loading**
- Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.
18. **Use of Car Bays**
- 18.1 A proprietor shall not:
- 18.1.1 erect any form of structure within or on the boundary of any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;





- 18.1.2 grant any lease, licence or other occupancy right to any person who is not a lot proprietor in respect of any portion of his or her lot used as a car bay or storage area.

## 19. Rules

- 19.1 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:

- 19.1.1 the affixing of external aerials;
- 19.1.2 visitors' vehicle parking;
- 19.1.3 security;
- 19.1.4 use of stairways and passageways;
- 19.1.5 approval for keeping pets;
- 19.1.6 rubbish collection;
- 19.1.7 advertising and signs;
- 19.1.8 changes relating to the security system and security keys.

- 19.2 A proprietor and a proprietor's invitees will comply at all times with the rules.

## 20. Insurance Rates

- 20.1 Nothing shall 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.
- 20.2 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.

## 21. Security and Fire Safety

- 21.1 A proprietor 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.
- 21.2 The Strata Company may restrict access to:
- 21.2.1 the car parking areas by means of a proximity card reader system: and
  - 21.2.2 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.
- 21.3 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 bylaw 19.2 of the Schedule 1 Bylaws.

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- 21.4 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 Bylaw.
- 21.5 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.
- 21.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 21.7 A proprietor or proprietor's invitee shall not:
- 21.7.1 interfere with any safety equipment;
  - 21.7.2 obstruct any fire escape or fire stair well; or
  - 21.7.3 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.
- 22. Commercial Lot Bylaws**
- 22.1 This bylaw shall only apply to Commercial Lots and references to the proprietor shall mean the proprietor of a Commercial Lot.
- 22.2 If there is any conflict between this bylaw and any other bylaw so far as it relates to a Commercial Lot then this bylaw shall prevail.
- 22.3 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.
- 22.4 The proprietor must, at his expense, ensure that all approvals, consents and licences required by the proprietor for the conduct of the business and use of the Commercial Lot are obtained and maintained at all times and that all their conditions are observed. The proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Council.
- 22.5 The proprietor shall at his expense observe and comply with all laws and requirements relating to:
- 22.5.1 the use and occupation of a Commercial Lot for the use intended by the proprietor;
  - 22.5.2 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;
  - 22.5.3 the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
  - 22.5.4 occupational health, safety and environmental matters;
  - 22.5.5 the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.
- 22.6 The proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in the preceding bylaw.
- 22.7 The proprietor shall not:
- 22.7.1 allow a Commercial Lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;



- 22.7.2 use or permit any part of a Commercial Lot to be used as sleeping quarters or for residence;
- 22.7.3 keep any animals in a Commercial Lot;
- 22.7.4 hold or permit any auction or public meeting in the Commercial Lot;
- 22.7.5 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;
- 22.7.6 use a Commercial Lot in an excessively noisy or noxious or offensive manner;
- 22.7.7 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.
- 22.8 The proprietor shall conduct the business in an orderly and reputable manner, consistent with the standard and quality of the scheme.
- 22.9 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 of 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.
- 22.10 The proprietor shall keep a Commercial Lot clean and:
  - 22.10.1 have the floor and the interior of a Commercial Lot cleaned each business day;
  - 22.10.2 have the surfaces of windows maintained in a clean condition;
  - 22.10.3 have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
  - 22.10.4 not allow the accumulation of useless property or rubbish in a Commercial Lot;
  - 22.10.5 provide a sanitary hygiene service to female toilets.
- 22.11 The proprietor shall cause all rubbish accumulated in the Commercial Lot to be placed daily in suitable containers provided for the Commercial Lot and situated in an area in the scheme designated by the Council.
- 22.12 The proprietor shall not permit his employees or contractors to purposely break bottles in any receptacle at any time.
- 22.13 The proprietor shall:
  - 22.13.1 not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were designed;
  - 22.13.2 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;
  - 22.13.3 repair any damage caused to any of those facilities by breach of this bylaw
- 22.14 The proprietor shall:

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

- 22.14.1 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;
- 22.14.2 be liable:
- (a) for the costs of repairing any damage;
  - (b) for ensuring that any equipment forming part of common property is repaired and restored to working order;
  - (c) 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.
- 22.15 The proprietor shall at the proprietor's expense:
- 22.15.1 take reasonable action to secure the Commercial Lot against unauthorised entry whilst the Commercial Lot is occupied;
  - 22.15.2 securely lock and fasten external door and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
  - 22.15.3 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;
  - 22.15.4 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.
- 22.16 The proprietor shall ensure that all background music and sound systems are installed and played in such a manner as to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.
- 23. Insurance - Commercial Lot**
- 23.1 The proprietor of a Commercial Lot shall at his or her expenses effect and at all times maintain with a public insurance office policies to cover:-
- 23.1.1 all plate glass (if any) in the Commercial Lot against damage or destruction to the full insurable value thereof; and
  - 23.1.2 public liability with a cover of not less than Ten Million Dollars or any increased sum which the Council may from time to time specify in respect of anyone occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at or in the vicinity of the Commercial Lot or any part thereof or occasioned wholly or in part by an act neglect default or omission by the proprietor of a Commercial Lot or by his or her employees or visitors.

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



- 23.2 All monies recovered in respect of any insurance under this Bylaw shall be forthwith expended by the Commercial Lot proprietor in the satisfaction reinstatement or replacement of those items for which the monies are received to the extent that those monies are sufficient for the purpose and the Commercial Lot proprietor shall make up any deficiency from his or her own monies.
- 23.3 The Commercial Lot proprietors shall pay not later than seven days prior to the date for payment specified in the first premium notice or demand received in respect thereof all premiums in respect of the insurances to be effected and maintained by the Commercial Lot proprietor as herein provided and on demand shall produce any evidence of the policies and of the renewal thereof which the Council may from time to time require.
- 24. Visitor Parking**
- 24.1 In this Bylaw:  
"Visitor Parking Bay" means those car parking bays situate within the common property of the scheme and identified as for visitor parking.
- 24.2 The Visitor Parking Bays must only be used by visitors for temporary parking purposes while visiting the scheme.
- 24.3 No proprietor may use the Visitor Parking Bays for parking at any time.
- 25. Disabled Parking**
- 25.1 In this Bylaw:  
"Disabled Parking Bay" means those car parking bays situate within the common property of the scheme and identified as for disabled parking.
- 25.2 The Disabled Parking Bays must only be used by disabled visitors for temporary parking purposes while visiting the scheme.
- 25.3 No proprietor may use the Disabled Parking Bays for parking at any time.
- 26. Use of Lots**
- 26.1 A Commercial Lot owner will only use their Commercial Lot for commercial purposes.
- 26.2 Subject to by-laws 27.1 to 27.5 a Residential Lot owner will only use their Residential Lot as a residence.
- 27. Leasing of Residential Lots**
- 27.1 Unless the prior written consent of the strata company has been obtained, the Owner of a Residential Lot must not allow their Residential Lot to be occupied by any more than 2 people per bedroom.
- 27.2 A Residential Lot Owner may grant a lease or similar occupancy right over its Residential Lot to a residential tenant that use the lot as its settled or usual place of abode.
- 27.3 Any lease or occupancy right granted under by-law 27.2 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless the Residential Lot Owner otherwise satisfied the strata company that the Residential Lot will be used by the tenant as its settled or usual place of abode.



- 27.4 For the avoidance of doubt, a Residential Lot Owner is not entitled to, and will not grant any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.
- 27.5 Without limiting by-law 27.2, if a Residential Lot owner grants a lease, or similar occupancy right over its Residential Lot, the Residential Lot owner will:
- 27.5.1 promptly give the strata company notice of the full name of each tenant and details of the Residential Lot owner's managing agent for its Residential Lot (if any);
  - 27.5.2 ensure that the tenant signs a valid lease containing an enforceable covenant to:
    - (a) comply with these by-laws and provides the tenant with a copy of the by-laws; and
    - (b) the Residential Lot must not, without the prior written consent of the strata company be occupied by any more than 2 people per bedroom; and
  - 27.5.3 subject to any by-law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.
- 28. Conducting a business from Residential Lots**
- 28.1 A Residential Lot owner may conduct a business from its lot but only if:
- 28.1.1 the Residential Lot owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
  - 28.1.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
  - 28.1.3 the conduct of the business does not cause inconvenience to the proprietors of other lots; and
  - 28.1.4 the business does not involve:
    - (a) any activities that are illegal (as may be from time to time); or
    - (b) the manufacture, storage or selling of goods from the Residential Lot.
  - 28.1.5 By-law 28.1 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental or short term accommodation).



OFFICE USE ONLY  
**P725942 SB**

28 Sep 2023 15:27:01 Perth



**SB** Scheme By-laws

Lodged by:<sup>17</sup> Lavan  
Address: Level 18, 1 William Street  
PERTH WA 6000  
Phone Number: + 61 8 9288 6000  
Fax Number: + 61 8 9288 6001  
Reference Number: 1174263  
Issuing Box Number: 99A

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

Prepared by: Lavan  
Address: Level 18, 1 William Street  
PERTH WA 6000  
Phone Number: + 61 8 9288 6000  
Fax Number: + 61 8 9288 6001  
Reference Number: 1174263

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

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

**OFFICE USE ONLY**

Landgate Officer

Number of Items Received: 0

Landgate Officer Initial: al

<sup>17</sup> Lodging Party Name may differ from Applicant Name.  
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Approved Form 2023-38056  
Effective for use from: 15/06/2023

SB

2. For existing schemes, strata company to execute here:

Common Seal<sup>13</sup>

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

The common seal of<sup>14</sup>

**The Owners of Foundry Apartments Strata Scheme 59977**

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

[AFFIX COMMON SEAL HERE]

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

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

Signature

Signature

Full Name

Full Name

OR

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

Date of Execution: 26.9.23

Signed for and on behalf of<sup>14</sup> **The Owners of Foundry Apartments Strata Scheme 59977** in accordance with the *Strata Titles Act 1985* section 118(2):

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

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

Signature

Signature

Full Name

Full Name

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

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

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

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



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Effective for use from: 15/06/2023

SB

### **Part 7 – Execution**

#### **1. For new schemes, owners to sign here:**

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

(To be signed by each Applicant)

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



## **Part 6 – Accompanying documents**

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest<sup>11</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme<sup>12</sup> to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

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

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

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



## Part 5 – By-laws of significance

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

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

By-law number(s)

Staged subdivision by-laws<sup>6</sup>: Not applicable.

By-law under planning (scheme by-laws) condition<sup>7</sup>: Not applicable.

Exclusive use by-laws<sup>8</sup>: Schedule 1 by-law 10  
(existing and new)

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

Leasehold by-laws<sup>10</sup>: Not applicable.

Not applicable.

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

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

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

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

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

Schedule 2 by-law 28 be added as follows:

**28. Conducting a business from Residential Lots**

28.1 A Residential Lot owner may conduct a business from its lot but only if:

- 28.1.1 the Residential Lot owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
- 28.1.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
- 28.1.3 the conduct of the business does not cause inconvenience to the proprietors of other lots; and
- 28.1.4 the business does not involve:
  - (a) any activities that are illegal (as may be from time to time); or
  - (b) the manufacture, storage or selling of goods from the Residential Lot.
- 28.1.5 By-law 28.1 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental or short term accommodation).

☒ and / ☐ or<sup>5</sup>

By ordinary resolution passed on N/A a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).



By special resolution, the voting period for which opened on **16/08/2023** and closed on **13/09/2023** (and which must be registered within 3 months after the closing date) the ☒ **additions/** ☐ **amendments/** ☒ **repeal**<sup>5</sup> to the Conduct by-laws were made as detailed here.

Schedule 2 by-law 2 headed Use of Premises (added by Management Statement L638677 but re-classified as a Conduct by-law) is repealed.

Schedule 2 by-law 26 be added as follows:

**26. Use of Lots**

- 26.1 A Commercial Lot owner will only use their Commercial Lot for commercial purposes.
- 26.2 Subject to by-laws 27.1 to 27.5 a Residential Lot owner will only use their Residential Lot as a residence.

Schedule 2 by-law 27 be added as follows:

**27. Leasing of Residential Lots**

- 27.1 Unless the prior written consent of the strata company has been obtained, the Owner of a Residential Lot must not allow their Residential Lot to be occupied by any more than 2 people per bedroom.
- 27.2 A Residential Lot Owner must grant a lease or similar occupancy right over its Residential Lot to a residential tenant that use the lot as its settled or usual place of abode.
- 27.3 Any lease or occupancy right granted under by-law 27.2 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless the Residential Lot Owner otherwise satisfied the strata company that the Residential Lot will be used by the tenant as its settled or usual place of abode.
- 27.4 For the avoidance of doubt, a Residential Lot Owner is not entitled to, and will not grant any lease or similar occupancy right over its Residential Lot on a short term or holiday letting basis.
- 27.5 Without limiting by-law 27.2, if a Residential Lot owner grants a lease, or similar occupancy right over its Residential Lot, the Residential Lot owner will:
- 27.5.1 promptly give the strata company notice of the full name of each tenant and details of the Residential Lot owner's managing agent for its Residential Lot (if any);
- 27.5.2 ensure that the tenant signs a valid lease containing an enforceable covenant to:
- (a) comply with these by-laws and provides the tenant with a copy of the by-laws; and
- (b) the Residential Lot must not, without the prior written consent of the strata company be occupied by any more than 2 people per bedroom; and
- 27.5.3 subject to any by-law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.



- 23.5.2 recovering any outstanding amounts otherwise owing from the owner to the strata company under either or both the Act or these by-laws;
- 23.5.3 making good any damage to the common property or personal property of the strata company caused by:
- (a) the owner or an occupier of the owner's lot;
  - (b) an invitee of the owner; or
  - (c) an invitee of the occupier of the owner's lot;
- 23.5.4 Remedying a breach of the by-laws or the Act committed by:
- (a) the owner; or
  - (b) an occupier of the owner's lot.
- 23.5.5 Rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the owner or occupier of the owner's lot;
- 23.5.6 all Legal Proceedings taken by the strata company against the owner or an occupier of the owner's lot;
- 23.5.7 all Legal Proceedings taken by the owner against the strata company or in which the strata company becomes involved and the owner is not successful or is only partly successful in those Legal Proceedings; and
- 23.5.8 all Legal Proceedings taken by:
- (a) an occupier of the owner's lot; or
  - (b) a mortgagee of the owner's lot,
- against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings.
- 23.6 The council of the strata company is empowered:
- 23.6.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and
- 23.6.2 raise the amount of the Costs by levying a contribution for those Costs solely on that owner referred to in sub-by-law 23.1 in accordance with section 100(1)(c)(ii) of the Act.
- 23.7 The Costs are also recoverable by the strata company against the owner as a liquidated debt and the strata company may take action for the recovery of those amounts in any court of competent jurisdiction.

☒ and / ☐ or<sup>s</sup>

- 22.4 All excess Costs also become a debt due by the Respective Owner to the strata company and may be recovered by the Strata Company in a court of competent jurisdiction.

Schedule 1 by-law 23 be added as follows:

**23. Recovery Costs**

- 23.1 If a proprietor of a lot refuses or fails to pay to the Strata Company any amount due for levies 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.
- 23.2 **Costs** include, without limitation:
- 23.2.1 the strata manager's costs;
  - 23.2.2 debt recovery costs;
  - 23.2.3 legal costs and disbursements on a solicitor and own client indemnity basis
  - 23.2.4 costs of any consultants and experts; and
  - 23.2.5 costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings.
- 23.3 **Legal Proceedings** include, without limitation:
- 23.3.1 the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (SAT), a tribunal or any court;
  - 23.3.2 an application to a court, or any other tribunal:
    - (a) to recover any amount of money owing to the strata company by an owner; or
    - (b) for any other matter;
  - 23.3.3 an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT; and
  - 23.3.4 an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.
- 23.4 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot.
- 23.5 Without limiting by-law the above, an owner will pay on demand the whole of the strata company's Costs incurred in relation to any or all of the following:
- 23.5.1 recovering outstanding contributions levied by the strata company on that owner pursuant to either or both section 43 or 100 of the Act;





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

### **Part 3 – Application to Amend**

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

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on **16/08/2023** and closed on **13/09/2023** (and which must be registered within 3 months after the closing date) the ☒ **additions/**  
☒ **amendments/** ☐ **repeal**<sup>5</sup> to the Governance by-laws were made as detailed here.

Schedule 1 by-law 22 be added as follows:

#### **22. Insurance Excess**

- 22.1 An owner is responsible for the cost of the insurance excess payable by the strata company for any insurance claim made against the strata company's insurance policy, including any insurance claim whether such loss or damage occurs:
- 22.1.1 to any part of the building structure within their lot due to any negligent act or omission of the owner;
  - 22.1.2 to any part of the common property structure surrounding the owner's lot due to any negligent act or omission of the owner;
  - 22.1.3 to the fixtures and improvements of the owner of that lot; and
  - 22.1.4 to any part of the common property or personal property of the strata company other than the common property referred to in sub-by-law 22.1.2, where:
    - (a) the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
    - (b) the insurance claim is made by the strata company.
- 22.2 The responsibility of the owner under sub-by-law 22.1 extends, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise to:
- 22.2.1 glass (windows, doors, shower screens and mirrors); and
  - 22.2.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 22.3 For all amounts payable as an insurance excess referred to in sub-by-law 22.1 (**Excess Costs**), the strata company will:
- 22.3.1 raise the amount required for the Excess Costs as part of the administrative fund of the strata company in accordance with section 100(1)(a) of the Act; and
  - 22.3.2 levy contributions for the Excess Costs solely on the owner referred to in sub-by-law 22.1 (**Respective Owner**) in accordance with section 100(1)(c)(ii) of the Act.

<sup>5</sup> Select one.

Version 1



## Scheme By-laws

*Strata Titles Act 1985 (STA)*

Part 4 Division 4

Scheme Number: **59977**

### Part 1 – Applicant

#### (a) For existing schemes:

The Owners of<sup>1</sup> **Foundry Apartments Strata Scheme 59977** (strata company); or

#### (b) For new schemes:

The owner(s)<sup>2</sup> **N/A** of land the subject of the plan described as<sup>3</sup> **N/A**

### Part 2 – Select Option

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

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

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

#### ☐ Option 2 – New Scheme

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

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

#### ☒ Option 3 – Application to Amend

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

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

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

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

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

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