

Part 2 – Consolidated By-laws of Scheme Number: 55597

Governance By-Laws

Index

1. Definitions	21
2. Duties of Owner, occupiers, etc.....	22
3. Constitution of council.....	22
4. Election of council.....	23
5. Chairperson, secretary and treasurer of council.....	24
6. Chairperson, secretary and treasurer of strata company.....	25
7. Meetings of council	25
8. Powers and duties of secretary of strata company.....	25
9. Powers and duties of treasurer of strata company	26
10. Deleted.....	26
11. Deleted.....	26
12. Deleted.....	26
13. Deleted.....	26
14. Deleted.....	26
15. Deleted.....	26
16. Exclusive Use.....	26
17. Individual Air Conditioning Systems	27
18. Repealed.....	27
19. Repealed.....	27
20. Repealed.....	27
21. Recovery of Costs by Strata Company	27
22. Repealed.....	28
23. Service of Notices and Documents.....	28
24. Consent or Approval of Strata Company or council	29
25. Planning Applications in relation to common property.....	29

1. Definitions

1.1 The following words have these meanings in the by-laws unless the contrary intention appears:

"Act" means the *Strata Titles Act 1985*;

"common property" means the common property in the scheme as defined by section 10;

"council" means the council of the strata company established pursuant to the by-laws;

"Facilities" means all the facilities in or about the common property intended for the use and enjoyment of Owners and including but not limited to the swimming pool, spa, barbeque, gymnasium, owners lounge, function room and games room;

"Local Authority" means the local authority within whose area the parcel is situated;

"lot" means a lot in the scheme;

"occupier" means the occupier of a lot, as that term is defined by section 3(1)';

"owner" means the owner of a lot, as that term is defined by section 3(1);

"parcel" means the land comprised in the scheme;

"Premises" means collectively, a lot, all fixtures and fittings attached to the lot that belong to the owner of the lot and any special common property (as that phase is defined in section 43) in respect of the lot;

"Rules" means the rules adopted by the strata company from time to time pursuant to conduct by-law 24;

"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.

1.2 Interpretation

In these by-laws:

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 include the plural and vice versa;

1.2.3 Words denoting any gender include all genders and words denoting persons do include firms and corporations and vice versa;

1.2.4 Headings are inserted for convenience only and do not affect the construction or interpretation of the by-laws;

1.2.5 references to sections are references to sections of the *Strata Titles Act 1985*;

1.2.6 Unless otherwise indicated or unless the context otherwise requires, references in the governance by-laws to a "by-law" is a reference to a governance by-law;

1.2.7 Unless otherwise indicated or unless the context otherwise requires, references in the conduct by-laws to a by-law is a reference to a conduct by-law;

1.3 Severability

If any by-law is invalid or unenforceable, then the remaining by-laws will be valid and enforceable.

1.4 Repealed.

2. Duties of Owner, occupiers, etc.

2.1 An owner must:

2.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of their 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 their lot;

2.1.2 repair and maintain their 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.

2.2 An owner shall:

2.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the owner for service of notices and other documents under the Act; and

2.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with their lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

3. Constitution of council

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

3.2 Repealed.

3.3 The council must consist of not less than 3 nor more than 7 owners as is determined by the strata company.

3.4 The members of the council must be elected at each annual general meeting of the strata company.

3.5 In determining the number of owners for the purposes of this Bylaw, co-owners of a lot or more than one lot are deemed to be one owner and a person who owns more than one lot are also be deemed to be one owner.

3.6 If there are co-owners of a lot, one only of the co-owners will be eligible to be, or to be elected, a member of the council and the co-owner who is so eligible must be nominated by their co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot will be the nominee or if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot will be the nominee.

3.7 On an election of members of the council, an owner will have one vote in respect of each lot owned by him.

- 3.8 The strata company may by special resolution remove any member of the council before the expiration of their term of office.
- 3.9 A member of the council vacates his office as a member of the council:
- 3.9.1 if they die or cease to be an owner or a co-owner of a lot;
 - 3.9.2 upon receipt by the strata company of notice in writing of their resignation from the office of member;
 - 3.9.3 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 they are not elected or re-elected; or
 - 3.9.4 where they are removed from office under by-law 3.8.
- 3.10 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 by-law 3.8, the strata company may resolve that the casual vacancy will be filled by the strata company at a general meeting.
- 3.11 Except where the original owner constitutes the council, a quorum of the council will be 2 where the council consists of 3 or 4 members 3, where it consists at 5 of 6 members and 4, where it consists of 7 members.
- 3.12 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 by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council of convening a general meeting of the strata company, but for no other purpose.
- 3.13 All acts done in good faith by the council will, 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.
- 4. Election of council**
- 4.1 The procedure for nomination and election of members of a council must be in accordance with the following rules:
- 4.1.1 the meeting must determine, in accordance with the requirements of by-law 3.3 the number of persons of whom the council will consist;
 - 4.1.2 the Chairperson must call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
- 4.2 A nomination is ineffective unless supported by the consent of the nominee to their nomination, given:
- 4.2.1 in writing, and furnished to the Chairperson at the meeting;
 - 4.2.2 orally by nominee who is present at the meeting.
- 4.3 When no further nominations are forthcoming, the Chairperson:
- 4.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3.3, must declare those candidates to be elected as members of the council;

- 4.3.2 where the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- 4.4 If a ballot is to be held, the Chairperson must:
- 4.4.1 announce the names of the candidates; and
- 4.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which they are entitled to vote for use as a ballot-paper.
- 4.5 A person who is entitled to vote must complete a valid ballot paper by:
- 4.5.1 writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
- 4.5.2 indicating thereon the number of each lot in respect of which their vote is cast and whether they vote as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee;
- 4.5.3 signing the ballot-paper; and
- 4.5.4 returning it to the Chairperson.
- 4.6 The Chairperson, or a person appointed by him, must count the votes recorded on valid ballot-papers in favour of each candidate.
- 4.7 Subject to by-law 4.8 of, candidates, being equal in number to the number of members of the council determined in accordance with by-law 3.3, who receive the highest numbers of votes must be declared elected to the council.
- 4.9 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in by-law 4.7:
- 4.8.1 that number equals the number of votes recorded in favour of any other candidate; and
- 4.8.2 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 must be decided by a show of hands of those present and entitled to vote.
- 5. Chairperson, secretary and treasurer of council**
- 5.1 The members of a council must, at the first meeting of the council after they assume office as such members, appoint a Chairperson, a secretary and a treasurer of the council.
- 5.2 A person:
- 5.2.1 must not be appointed to an office referred to in by-law 5.1 unless they are a member of the council; and
- 5.2.2 may be appointed to one or more of those offices.
- 5.3 A person appointed to an office referred to in by-law 5.1 will hold office until:
- 5.3.1 they cease to be a member of the council;
- 5.3.2 receipt by the strata company of notice in writing of their resignation from that office; or
- 5.3.3 another person is appointed by the council to hold that office.
- Whichever first happens.

5.4 The Chairperson must preside at all meetings of the council at which they are present and, if he is absent from any meeting, the members of the council present at that meeting must appoint one of their number to preside at that meeting during the absence of the Chairperson.

6. Chairperson, secretary and treasurer of strata company

6.1 Subject to by-law 6.2 the Chairperson, secretary and treasurer of the council are also respectively the Chairperson, secretary and treasurer of the strata company.

6.2 A strata company may at a general meeting authorise a person who is not an owner to act as the Chairperson of the strata company for the purposes of that meeting.

6.3 A person appointed under by-law 6.2 may act until the end of the meeting for which they were appointed to act.

7. Meetings of council

7.1 At meetings of the council, all matters must be determined by a simple majority vote.

7.2 The council may meet together for the conduct of business and adjourn and:

7.2.1 otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by them, specifying in the notice the reason for calling the meeting;

7.2.2 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.

7.3 A member of a council may appoint an owner, or an individual authorised under section 136 by a corporation which is an owner, to act in their place as a member of the council at any meeting of the council and any owner or individual so appointed will, when so acting, be deemed to be a member of the council.

7.4 An owner or individual may be appointed under by-law 7.3 whether or not they are a member of the council.

7.5 If a person appointed under by-law 7.3 is a member of the council they may, at any meeting of the council, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.

7.6 The council must keep minutes of its proceedings.

8. Powers and duties of secretary of strata company

8.1 The powers and duties of the secretary of a strata company include:

8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;

8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;

8.1.3 the supply of Information on behalf of the strata company in accordance with sections 108 and 109;

8.1.4 the answering of communications addressed to the strata company;

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- 8.1.5 the calling of nominations of candidates for election as members of the council;
and
- 8.1.6 subject to sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9. Powers and duties of treasurer of strata company

- 9.1 The powers and duties of the treasurer of a strata company include:
 - 9.1.1 the notifying of owners of any contributions levied pursuant to the Act;
 - 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
 - 9.1.3 the preparation of any certificate applied for under section 110; and
 - 9.1.4 the keeping of the books of account referred to in section 101 and the preparation of the statement of accounts referred to in section 101.

10. Deleted

11. Deleted

12. Deleted

13. Deleted

14. Deleted

15. Deleted

16. Exclusive Use

- 16.1 In this by-law "exclusive use property" means every portion of common property comprising:
 - 16.1.1 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 an owner's lot; and
 - 16.1.2 that portion of the common property required for an airconditioning system approved by the strata company in accordance with by-law 17.
- 16.2 The strata company grants to each owner who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the owner's lot.
- 16.3 The strata company may withdraw the exclusive use rights or any part thereof described in this by-law 16 if 7 days after service of a written notice from the strata company an owner fails to maintain and repair or replace the exclusive use property in accordance with conduct by-law 3 or fails to remove an air conditioning system in accordance with by-law 17.

- 16.4 Should an owner fail to comply with a notice served by the strata company pursuant to by-law 16.3 then the strata company may at the owner's cost enter the owners premises for the purpose of maintaining and repairing or replacing the owner's exclusive use property.
- 17. Individual Air Conditioning Systems**
- 17.1 An owner must not affix any airconditioning system without the prior written approval of the council which approval can be withheld if, in the sole opinion of the council, the proposed airconditioning system is or is likely to be either:
- 17.1.1 so noisy as to cause a disturbance to adjoining owners; or
 - 17.1.2 of such a size and colour as not to be in harmony with the external appearance of the scheme.
- 17.2 Without prejudice to the generality of by-law 17.1, in the event of the airconditioning system or any part thereof becoming unsafe or deteriorating, the owner must within 7 days of service of a written notice from the strata company either:
- 17.2.1 remove the airconditioning system and reinstate and restore any common property to the same state and condition as existed at the time the airconditioning system was installed; or
 - 17.2.2 subject to complying with by-law 16 and 17 replace the airconditioning system.
- 17.3 Should an owner:
- 17.3.1 fail to repair and maintain the airconditioning system pursuant to conduct by-law 3; or
 - 17.3.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to by-law 16.3, then the strata company may enter the owner's premises and:
 - 17.3.3 repair and maintain the airconditioning system at the cost of the owner; or
 - 17.3.4 remove the airconditioning system and reinstate and restore the common property at the cost of the owner and withdraw the exclusive use rights granted to an owner over that portion of the common property required for the airconditioning system granted pursuant to this by-law 17.
- 18. Repealed**
- 19. Repealed**
- 20. Repealed**
- 21. Recovery of Costs by Strata Company**
- 21.1 If the owner 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)) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the owner (including proceedings in any Court of competent jurisdiction). All costs Incurred in taking such action including, but not limited to:

- 21.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
 - 21.1.2 legal costs on an indemnity basis; and
 - 21.1.3 debt recovery agency's costs are an administrative expense of the strata company and become a debt due and payable by the owner to the strata company, and shall be recoverable by the strata company when recovering due levies.
- 21.2 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.
- 21.3 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 owner 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 owner shall forthwith make payment thereof to the strata company.
- 21.4 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 an owner, shall be conclusive evidence of the amount due and payable by the owner for which amount judgment may be entered against the owner in any Court of competent jurisdiction,
- 21.5 Simple interest at the prescribed rate shall be payable by the owner to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 21.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 21.6 In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from an owner 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) on the owner in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this by-law.

22. Repealed

23. Service of Notices and Documents

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

24. Consent or Approval of Strata Company or council

- 24.1 If the consent or approval of the strata company or the council is requested pursuant to the Act or the by-laws, the strata company or the council, as the case may be, may refuse that request, grant that request or grant that request on such terms as it reasonably determines.
- 24.2 If the consent or approval of the strata company or the council is required pursuant to the Act or the by-laws, that consent or approval shall only be taken to have been given if it is given in writing.

25. Planning Applications in relation to common property

- 25.1 In this by-law:
- 25.1.1 **planning approval** means any approval or permit required from a government or local authority under any written law, including but not limited to the Western Australian Planning Commission, in respect of common property; and
 - 25.1.2 application for planning approval includes any application or request for planning approval.
 - 25.1.3 each owner as co-owner of common property authorises the strata company to execute any application for planning approval.

Conduct By-Laws

Index

1. No interference or nuisance, etc.	31
2. Use of Premises	31
3. Repair and Maintenance of Premises	31
4. Alterations to Lot	32
5. Behaviour	32
6. Vehicles	33
7. Responsibility for invitees	33
8. Blockage of Drainage Pipes	34
9. Owner to advise of Defects	34
10. Instructing Contractors by Owners	35
11. Garbage Disposal	35
12. Signs	35
13. Antenna	35
14. Pets	35
15. Temporary Building	36
16. Moving Furniture	36
17. Floor Coverings	36
18. Cleaning Windows	36
19. Drying	36
20. Storage of flammable liquids	36
21. Fire Proofing	37
22. Floor Loading	37
23. Car Bays	37
24. Rules	37
25. Insurance	37
26. Security and Fire Safety	38
27. Repealed	38
28. Use of Swimming Pool	38
29. Supplementary by-law about use of Lots	39
30. Repealed	40
31. Tobacco and drugs	40

1. No interference or nuisance, etc.

An owner or occupier must:

- 1.1.1 comply with section 83; and
- 1.1.2 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 an owner or not) or the family of such an occupier;
- 1.1.3 take all reasonable steps to ensure that their visitors do not behave in a way that interferes unreasonably with the use or enjoyment of another lot or the common property by a person who is lawfully on that other lot or common property; and
- 1.1.4 take all reasonable steps to ensure that their visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

2. Use of Premises

- 2.1 Subject to this by-law 2 an owner of a residential lot may only use their lot as a residence.
- 2.2 Notwithstanding by-law 2.1, an owner of a residential lot may:
 - 2.2.1 grant occupancy rights in respect of their lot to residential tenants;
 - 2.2.2 conduct business from their lot so long as:
 - 2.2.2.1 the owner does not invite customers of the business to visit the lot for the purpose of conducting the business;
 - 2.2.2.2 the conduct of the business from the lot does not breach any local authority by-law or regulation;
 - 2.2.2.3 the conduct of the business does not cause any inconvenience to the owners at other lots;
 - 2.2.2.4 the business does not involve the manufacture storage or vending of goods.
- 2.3 Repealed
- 2.4 If an owner grants occupancy rights in respect of their lot they must:
 - 2.4.1 promptly provide the council with the full name of each occupier;
 - 2.4.2 give each occupier a copy of the by-laws and the Rules (if any) at the commencement of the occupation; and
 - 2.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the by-laws and the Rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the owner to terminate the occupancy agreement with the occupier.

3. Repair and Maintenance of Premises

- 3.1 An owner must at the owner's cost:
 - 3.1.1 maintain their premises in a good state of repair and condition;
 - 3.1.2 maintain their premises in a clean condition free from all vermin and insects;
 - 3.1.3 replace in a timely fashion all those parts of their premises which are beyond repair or which may become a nuisance or a hazard.

4. Alterations to Lot

- 4.1 An owner must not commence any building works of any kind to their lot (including, but not limited to, works falling within the definition of “structural alteration of a lot” in section 86 and plumbing works) before the owner has:
- 4.1.1 obtained all the necessary approvals and permits of the local authority or other relevant governmental authority;
 - 4.1.2 obtained the consent of the strata company if required to do so under section 87;
 - 4.1.3 given to the strata company details of the proposed works (including true and complete copies of all relevant plans and specifications) and copies of all approvals and permits obtained in accordance with by-law 4.1.1. at least 14 days before the date the owner proposes to commence the works;
 - 4.1.4 indemnified the strata company in respect of any cost expense or liability that may be incurred by the strata company consequent upon the owner undertaking the works, which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the owner.
- 4.2 In causing or allowing the works of any kind to be carried out on their lot, an owner must ensure:
- 4.2.1 that all contractors’ vehicles are parked, stored or kept within that part of the owner’s lot intended for use as a car parking bay;
 - 4.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
 - 4.2.3 that no security door or gate within the scheme remains open while the works are carried out;
 - 4.2.4 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;
 - 4.2.5 that access to or egress from the owner’s lot by all contractors 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;
 - 4.2.6 that no noxious or offensive activity is carried on upon their lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday or public holiday and that nothing will be done on the owner’s lot which may be or may become an annoyance or nuisance to the owners of other lots or which will in any way interfere with the quiet enjoyment of other owners and without limiting the generality of the foregoing no mechanical or pneumatic tools may be used in the performance of the works during the hours hereinbefore defined in this by-law;
 - 4.2.7 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.

5. Behaviour

- 5.1 An owner must not:
- 5.1.1 use their premises or any part of the common property for any purpose which may be a breach of the by-laws, the regulations or by-laws of the local authority or any other governmental regulation or law;
 - 5.1.2 use their premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;

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- 5.1.3 obstruct the lawful use of the common property (other than their 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 their exclusive use property) to any person lawfully using the same;
- 5.1.4 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;
- 5.1.5 make undue noise in or about their premises or the common property that disturbs any other person or that contravenes the regulations, or by-laws of the local authority or any other governmental regulation or law;
- 5.1.6 permit any child for whom he has responsibility to play upon common property or use the Facilities unless accompanied by an adult person exercising effective control;
- 5.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 5.1.8 be inadequately or inappropriately clothed when upon common property;
- 5.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property; and
- 5.1.10 without the written consent of the strata company, maintain within their premises anything visible from outside their premises which is not in keeping with the amenity or reputation of the scheme as a residential complex.

6. Vehicles

6.1 An owner or occupier must not:

- 6.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the scheme;
- 6.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
- 6.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
- 6.1.4 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;
- 6.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
- 6.1.6 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.

7. Responsibility for invitees

7.1 An owner must:

- 7.1.1 take all steps that are reasonable in the circumstances to ensure that the occupier of their lot complies with the by-laws that apply to the owner;

- 7.1.2 if the occupier of their lot fails to comply with the by-laws that apply to the owner, take all steps that are reasonable in the circumstances to enforce the agreement that is taken to be contained in the occupier's lease of the lot by virtue of section 45(2) (whether such lease be expressed or implied) and to enforce any provision included in the relevant occupancy agreement in accordance with conduct by-law 2.4.3;
- 7.1.3 take all steps that are reasonable in the circumstances to ensure that each of their invitees comply with the by-laws that apply to the owner;
- 7.1.4 if one of their invitees fails to comply with the by-laws that apply to the owner, take all steps that are reasonable in the circumstances to compel that invitee to leave the scheme; and
- 7.1.5 indemnify the strata company in respect of any loss or damage suffered arising from a breach of by-law 7.1.1, 7.1.2, 7.1.3 or 7.1.4.
- 7.2 An occupier must:
- 7.2.1 take all steps that are reasonable in the circumstances to ensure that each of their invitees comply with the by-laws that apply to the occupier;
- 7.2.2 if one of their invitees fails to comply with the by-laws that apply to the occupier, take all steps that are reasonable in the circumstances to compel that invitee to leave the scheme; and
- 7.2.3 indemnify the strata company in respect of any loss or damage suffered arising from a breach of by-law 7.2.1. or 7.2.2.
- 7.3 For the purposes of this by-law "invitee" means any person who is invited on to the parcel by an owner or occupier and includes each agent, contractor, licensee and other person who at any time is under the control of, and in or upon the parcel with the consent (express or implied) of, an owner or occupier.
- 8. Blockage of Drainage Pipes**
- 8.1 The toilets and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited therein.
- 8.2 Any cost incurred by the strata company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of by-law 8.1 shall be borne by the owner whether the same is caused by his own actions or those of the owner's invitees.
- 9. Owner to advise of Defects**
- 9.1 An owner must 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 their lot or premises or the common property which comes to their knowledge.
- 9.2 The strata company has 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.

10. Instructing Contractors by Owners

- 10.1 An owner or occupier must not instruct any contractor employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.
- 10.2 If an owner or occupier instructs a contractor without authorisation the owner or occupier (as the case may be) will be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and will also be responsible for the cost of removing or altering any work performed by the contractor pursuant to that instruction.

11. Garbage Disposal

- 11.1 An owner must:
- 11.1.1 maintain on their 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;
 - 11.1.2 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;
 - 11.1.3 comply with all local authority by-laws regulations and ordinances relating to the disposal of garbage;
 - 11.1.4 ensure that the health, hygiene and comfort of other owners is not adversely affected by the disposal of the owner's garbage.

12. Signs

- 12.1 No sign or billboard of any kind may 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).

13. Antenna

An owner or occupier must not place or operate, or allow the placement or operation of, any antenna, satellite receiving dish, aerial or other similar item in or on the parcel, other than in the lot they own or occupy.

14. Pets

- 14.1 Subject to section 46(h) and this by-law, an owner and an occupier must not, and must not allow an invitee (as defined in by-law 7), to keep an animal within a lot without the prior written consent of the council.
- 14.2 The council will not withhold its consent if the animal is of a breed or size which in all the circumstances is suitable to be kept as a domestic pet in a communal residential complex.
- 14.3 An owner or occupier to whom the council has granted its consent in accordance with this by-law must, in relation to the animal in respect of which the consent has been granted:
- 14.3.1 be responsible for the health, hygiene, control and supervision of the animal;
 - 14.3.2 prevent the animal from consistently making a noise or behaving in a manner which disturbs the owners 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 owner or occupier by the council;

- 14.3.3 not keep the animal on their lot if:
- 14.3.3.1 the keeping of the animal breaches any regulation or by-law of the local authority;
 - 14.3.3.2 they have failed to comply with a notice given by the council pursuant to by-law 14.3.2:
 - 14.3.3.3 they have within a twelve (12) month period received three notices issued under by-law 14.3.2, 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.

15. Temporary Building

- 15.1 No temporary outbuilding, shed or other building or improvement of any kind may be placed upon any part of the scheme, except with the prior written approval of the strata company.
- 15.2 No garage, trailer, camper, motor home or recreational vehicle may be used as a temporary or permanent residence within the scheme.

16. Moving Furniture

An owner or occupier must not move any furniture or large object through or within the scheme unless they have first given to the strata company sufficient notice of their 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.

17. Floor Coverings

An owner must 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 owners of other lots.

18. Cleaning Windows

Without derogating from the generality of by-law 3 an owner must 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 owner (and in respect of so much thereof as is common property, in accordance with the owner's obligations under governance by-law 16 or otherwise for and on behalf of the strata company), at the owner's expense.

19. Drying

An owner or occupier must not, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of their premises in such a way as to be visible outside their premises.

20. Storage of flammable liquids

An owner or occupier must not, except with the approval in writing of the strata company, use or store upon their premises or the common property any flammable chemical, liquid or

gas or other flammable 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.

21. Fire Proofing

- 21.1 An owner must ensure that adequate fire protection exists within their lot and is maintained at their cost so as to prevent the spread of fire into any adjoining lot or the common property.
- 21.2 For the purpose of this by-law 21 adequate fire protection consists of:
- 21.2.1 carbon dioxide type fire extinguisher;
 - 21.2.2 smoke detector alarms in the kitchen and sleeping areas of the lot;
 - 21.2.3 fire blanket.

22. Floor Loading

An owner or occupier must not do any act or thing which may result in excessive stress or floor loading to any part of a lot.

23. Car Bays

- 23.1 An owner must not:
- 23.1.1 erect any form of structure within or on the boundary at any part of their lot intended for use as a car bay which may prevent access to contiguous car bays.

24. Rules

- 24.1 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:
- 24.1.1 the affixing of external aerials;
 - 24.1.2 visitors' vehicle parking;
 - 24.1.3 security;
 - 24.1.4 use of stairways and passageways;
 - 24.1.5 approval for keeping pets;
 - 24.1.6 rubbish collection;
 - 24.1.7 advertising and signs;
 - 24.1.8 charges relating to the security system and security keys;
 - 24.1.9 use of the Facilities.
- 24.2 Each owner and occupier must comply with the Rules.

25. Insurance

- 25.1 An owner must not:
- 25.1.1 do, or allow to be done, anything; or
 - 25.1.2 keep within the scheme, or allow to be kept within the scheme, anything; that will:

- 25.1.3.1 increase the premium payable under, or otherwise adversely impact on the terms of, any insurance maintained by the strata company, without the consent of the council, subject to section 98;
- 25.1.3.2 result in the cancellation of any insurance maintained by the strata company; or
- 25.1.3.3 violate any law.

26. Security and Fire Safety

- 26.1 An owner must not do or permit anything to be done which may prejudice the security or safety or 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.
- 26.2 The strata company may restrict access to: -
 - 26.2.1 the car parking areas by means of a proximity card reader system; and
 - 26.2.2 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.
- 26.3 The strata company will provide to each owner two proximity cards and one security key and any further keys as the strata company determines to enable an owner to operate the security access devices referred to in by-law 26.2.
- 26.4 An owner is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this by-law 26.
- 26.5 No owner 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.
- 26.6 An owner or occupier of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 26.7 An owner or occupier must not:
 - 26.7.1 interfere with any safety equipment;
 - 26.7.2 obstruct any fire escape or fire stairwell; or
 - 26.7.3 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.

27. Repealed

28. Use of Swimming Pool

- 28.1 In this by-law
 - "Pool Area" Includes the Swimming Pool, Sauna and Spa and those areas adjacent to the Swimming Pool Sauna and Spa necessary for use and enjoyment of the Swimming Pool, Sauna and Spa;
 - "Sauna" means the sauna forming part of the Facilities;
 - "Spa" means the spa forming part of the Facilities;
 - "Swimming Pool" means the swimming pool forming part of the Facilities.

- 28.2 This by-law regulating the use of the Swimming Pool and the Pool Area is in addition to and not substitution of any other by-law or Rule relating to the use and enjoyment of the Facilities.
- 28.3 No child under sixteen (16) years of age may enter or remain within the Pool Area unless accompanied by an adult person.
- 28.4 An owner or occupier must not:
- 28.4.1 use any part of the Pool Area to the exclusion of any other person entitled to use the Pool Area;
 - 28.4.2 use any part of the Pool Area for any business;
 - 28.4.3 enter or remain in the Pool Area if under the influence of drugs or alcohol;
 - 28.4.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
 - 28.4.5 spit or urinate or defecate in the Swimming Pool or Spa;
 - 28.4.6 use soap, detergent or any other substance that may foul or pollute any part of the Swimming Pool Sauna or Spa;
 - 28.4.7 climb up or onto any fence, partition, roof or raised object in the Pool Area other than one intended for that purpose;
 - 28.4.8 enter or remain in the Pool Area unless suitably attired;
 - 28.4.9 enter and exit the Pool Area except through the gates and doors which are designed for that purpose;
 - 28.4.10 eat in or take into the Swimming Pool Spa or Sauna any food, drink or confectionery
 - 28.4.11 permit any animal to enter the Pool Area;
 - 28.4.12 leave any rubbish in the pool Area except in a receptacle provided for that purpose;
 - 28.4.13 smoke in the Pool Area;
 - 28.4.14 enter or use the Swimming Pool, Sauna or Spa it affected by or suffering from any infectious or contagious disease or skin complaint;
 - 28.4.15 use or leave drinking glasses, bottles or any other glass container within four (4) metres of the Swimming Pool, Spa or Sauna;
 - 28.4.16 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Pool Area: or
 - 28.4.17 tamper with any equipment in the Pool Area.
- 28.5 Every owner must obtain and deliver to the council an acknowledgment from every occupier of the owner's Lot in such form as is reasonably required by the council from time to time to the effect that the occupier has been made aware of this by-law and the occupiers obligation to comply at all times with this by-law.

29. Supplementary by-law about use of Lots

- 29.1 In this by-law:
- 29.1.1 **Decision** means *Byrne v The Owners of Ceresa River Apartments Strata Plan 55597 [2017] WASCA 104*;
 - 29.1.2 **Declaration** means a signed and dated declaration referred to in sub-by-law 29.3;
 - 29.1.3 **motor vehicle** includes a motorcycle; and

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- 29.1.4 words have the meanings given to them in the Decision.
- 29.2 To give effect to the Decision, each owner must ensure their lot:
- 29.2.1 is only occupied by persons who use the lot as their settled or usual abode; and
- 29.2.2 is not occupied by persons who merely use the lot as tourist accommodation, or as accommodation for holidays or other breaks from their settled or usual abode.
- 29.3 To ensure compliance with the Decision, each owner must obtain from each adult person intending to occupy their lot, before entering into an agreement allowing that person to occupy the lot, a Declaration:
- 29.3.1 specifying their name, a phone number and an e-mail address at which they may be contacted whilst in occupation of the lot;
- 29.3.2 specifying the street address of their settled or usual abode before their intended occupation of the lot;
- 29.3.3 specifying the dates between which they intend to occupy the lot;
- 29.3.4 specifying the make, model, colour and registration number of any motor vehicle they intend to park on the parcel;
- 29.3.5 that they intend the lot to be their settled or usual abode;
- 29.3.6 that they do not intend merely to use the lot as tourist accommodation, or as accommodation for holidays or other breaks from their settled or usual abode; and
- 29.3.7 that they have received a copy of the by-laws.
- 29.4 Without limiting the requirements of by-law 2.4, each owner must forward the Declaration to the council by email upon receipt of the Declaration, and, in any event, before the intended occupier first occupies the lot.
- 29.5 If an owner fails to provide a Declaration required by sub-by-law 29.3 and an occupier occupies the lot:
- 29.5.1 absent proof to the contrary, the owner is deemed in breach of by-law 2 and sub-by-law 29.2;
- 29.5.2 the occupier may be denied access to the common property, including common property parking, the Facilities (as defined in governance by-law 1.1) and the Pool Area (as defined in conduct by-law 28); and
- 29.5.3 the strata company may disable any proximity cards, security keys and any other security devices issued regarding the lot until satisfied the occupant has vacated the lot and will not be returning.
- 29.6 Each owner must provide to the council upon request the make, model, colour and registration number of all motor vehicles parked or intended from time to time to be parked on the parcel by the owner and any occupiers of the owner's lot.
- 29.7 Undersection 100(1)(c)(ii), the strata company may assess contributions to be levied on owners regarding any expenses incurred in disabling and later re-keying any proximity cards, security keys and other security devices as authorised by sub-by-law 29.5.3 solely on the owner of the lot concerned, and not in accordance with unit entitlement, and the council is empowered under section 100(3) to exercise this function.

30. Repealed

31. Tobacco and drugs

- 31.1 For the benefit of all owners and occupiers, an owner or occupier must not allow or cause the sale or use of any tobacco product on the common property and will take all reasonable steps will to ensure that their visitors comply with this by-law.

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- 31.2 For the benefit of all owners and occupiers, an owner or occupier must take all reasonable steps to ensure that the use of any tobacco product on the lot does not interfere with the peaceful enjoyment of or cause a nuisance to another owner or occupier.
- 31.3 For the benefit of all owners and occupiers, an owner or occupier must not allow or cause the sale or use of any drug prohibited by law on the parcel and must take all reasonable steps to ensure their visitors comply with this by-law.