



Q094388 SB

09 Aug 2024 08:52:17 Midland



SB Scheme By-laws

Lodged by:¹⁷ Stratatac
Address: P O Box 954 Northam WA 6401
Phone Number: 0428970067
Email Address: strata@stratatac.com.au
Reference Number: _____
Issuing Box Number: 888V

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

Prepared by: Stratatac
Address: P O Box 954 Northam WA 6401
Phone Number: 0428970067
Email Address: strata@stratatac.com.au
Reference Number: _____

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. Annexure A" Exclusive Use Plans
2. Annexure "B" Consent Letters (16)
3. _____
4. _____
5. _____

1
1

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 2

Landgate Officer Initial: RT.

¹⁷ Lodging Party Name may differ from Applicant Name.
Version 1



Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Christina Pember
Full Name

Mark Robert Edwards
Full Name

Version 1

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



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

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

_____ 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 Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: 31/07/24

Signed for and on behalf of¹⁴ **The Owners of Ocean Palms Strata Plan 12463** in accordance with the *Strata Titles Act 1985* section 118(2):

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ 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.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

[Insert corporation clause here, if applicable]

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation



Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ 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 Scheme¹² 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

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

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

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-laws⁶: _____

**By-law under planning
(scheme by-laws) condition⁷:** _____

Exclusive use by-laws⁸: **Item 11**
(existing and new) **(New)**

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: _____

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

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

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

- (b) comply with all local laws relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not —

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

16. Pets (Dogs & Cats) -

All dogs and cats must at all times be confined to the owner, occupier or tenant's lot. When on common property all dogs and cats must be on a leash and under the supervision of an adult at all times. All excrement must be disposed of efficiently and effectively so as not to be offence or injurious to other residents and visitors. Owners, residents, tenants and visitors must comply with Schedule 2 item 12 (c) particularly in relation to noise and disturbance to other residents

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

5. Deleted: by Strata Titles Amendment Act 2018

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company —

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on 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.

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

10. Floor coverings

An owner of a lot 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 an owner or occupier of another lot.

11. Garbage disposal

An owner or occupier of a lot must —

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

Every Owner must maintain (in a clean condition), repair, renew and replace all Fixtures and Fittings within their lot, and premises.

Fixtures and Fittings means any fixtures and fittings in or about the Premises and without limiting the generality of those works including put not limited to air-conditioning units power points, light fittings, taps and water outlets, exhaust fans flyscreen and doors where installed, sliding doors, front door lock, light sockets, switches and fittings, hot water systems either installed internally or externally on common property, clothes lines, solar panels, satellite dishes, TV Aerials, NBN connections, All garage doors, roller doors, security doors and windows, awnings and blinds, and roller shutters. Any carports, patios, sheds, artificial lawns added by owners post construction of the original buildings, any fences, gates, screens that have been added

Conduct by-laws

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

2. Use of common property

An owner or occupier of a lot must —

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not —

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

- 3.1. Communicating with the Owner and/or Occupier by phone
- 3.2. Issuing a letter to the Owner and/or Occupier
- 3.3. Proposing and attending a meeting with the Owner and/or Occupier
- 3.4. Issuing a formal notice to comply in accordance with the Act
- 3.5. Making an application for and attending mediation
- 3.6. Applying to the Western Australian State Administrative Tribunal (SAT) for relevant orders.
4. If an Owner or Occupier breaches a By-Law and the Strata Company incurs Breach Costs, the Owner or Occupier in breach of the By-Law is responsible for paying those Breach Costs.
5. If an Owner or Occupier fails to pay the Breach Costs within 14 days of the date of a Costs Notice, the Strata Company may charge the Breach Costs to the Owner's lot account as if the Breach Costs were a contribution under the Act, and all the same rights of recovery under the Act apply to the Breach Costs.

13. Insurance Excess recovery.

It is acknowledged that the strata company under section 97 and Schedule 2A section 53A is responsible to insure the assets of the strata company as define in the strata titles act 1985 as amended and is responsible for the payment of any premiums and any excess imposed by the strata company's insurer on any insurance claim.

Notwithstanding that the strata company has the right at is discretion to recover a proportion or all of any excess from an owner subject to the following conditions

- 2 The resultant damage was directly related to the causation, actions and or behaviour of the owner, the resident, occupier and or visitors of the owner's lot including accidental damage to the improvements within the lot or the common property;
2. The resultant damage was directly related to the lack of property maintenance which was the responsibility of the owner in accordance with Governance By-laws Schedule 1 item 1(1)(b) Duties of owner

14. Repairs and Maintenance. obligations

owner or the occupier or other resident of that owner's lot or the invitee of the owner,
occupier or other resident;

1.4. **"Costs Notice"** means a written notice issued by the Strata Company Owners to an Owner or Occupier itemising the Breach Costs and requesting payment of those Breach Costs, including setting out payment methods and a due date for payment;

1.5. **"Enforcement Costs"** means the costs reasonably incurred by the Strata Company in carrying out any task connected with the enforcement of the By-Laws against an Owner or Occupier, including the cost to the Strata Company of engaging professional or trade services (including but not limited to the strata managing agent, building manager, legal practitioner, contractor, and/or security service costs); the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behavior of the proprietor, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property

1.6. **"Lot"** means a lot or any part of a lot in the Strata Scheme,

1.7. **"Occupier"** means the legal occupier of a Lot from time to time;

1.8. **"Owner"** means the registered proprietor of a Lot from time to time;

1.9. **"Strata Company"** means the Strata Company known as The Owners of Ocean Palms - Strata Scheme No. 12463

2. Owners and Occupiers are bound by the By-Laws and must comply with the By-Laws. The By-Laws may change from time to time. Owners and Occupiers should ensure they are aware of the terms of the By-Laws.
3. If an Owner or Occupier breaches any of the By-Laws, the Strata Company may take steps to enforce the By-Laws against the Owner / Occupier in breach. These steps may include but not be limited to:

- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

12. Recovery of by-law breach costs (enforcement costs)

1. For the purpose of this by-law:
 - 1.1. **"Act"** means the *Strata Titles Act 1985 as amended*
 - 1.2. **"By-Laws"** means the strata company's registered by-laws, as amended, repealed or replaced from time to time;
 - 1.3. **"Breach Costs"** means any costs reasonably incurred by the Strata Company because of an Owner, Occupier, resident or invitee of the owner, occupier or resident of the Lot breach of the Act and or the By-Laws, and includes (but is not limited to):
 - 1.3.1. contributions (whether levied under sections 100(1) or 100(2)) or any other amount properly due to the strata company
 - 1.3.2. Enforcement Costs.
 - 1.3.3. The cost of rectifying damage to property, whether common property, lot property or personal property vested in the Strata Company.
 - 1.3.4. Fines or fees issued to the Strata Company.
 - 1.3.5. Any Strata Management fees incurred by the Strata Company in pursuit of the debt.
 - 1.3.6. Any Solicitors fees and or Debt Collect agency fees incurred by the Strata Company incurred associated with the recovery of the debt.
 - 1.3.7. in respect of costs other than legal costs, as liquidated damages
 - 1.3.8. the costs of making any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to any breach of the by-laws by that

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include —

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include —

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans Annexure "Ä" subject to the following terms and conditions:

- (1) Garages as per Annexure "Ä"
 - (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
 - (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.
- (2) Courtyards as delineated on Annexure "Ä" as hashed areas.
 - (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 5 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)

- (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may —
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.
- (6) *deleted by Strata Titles Amendment Act 2018:*

- (5) If a ballot is to be held, the chairperson must —
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and —
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person —
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens —
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;

- (f) if the Tribunal orders that the member's appointment is revoked, and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-by-law:

By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules —

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.
- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) *deleted by Strata Titles Amendment Act 2018:*
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (7) *deleted by Strata Titles Amendment Act 2018:*
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council —
- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (8); or

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. Duties of owner

(1) The owner of a lot must —

- (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must —

- (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
- (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

(2) *deleted by Strata Titles Amendment Act 2018:*

2. *Deleted by Strata Titles Amendment Act 2018:*

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.



Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

By ordinary resolution passed on _____ 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).

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.

- 1 The resultant damage was directly related to the causation, actions and or behaviour of the owner, the resident, occupier and or visitors of the owner's lot including accidental damage to the improvements within the lot or the common property;
2. The resultant damage was directly related to the lack of property maintenance which was the responsibility of the owner in accordance with Governance By-laws Schedule 1 item 1(1)(b) Duties of owner

14. Repairs and Maintenance. obligations

Every Owner must maintain (in a clean condition), repair, renew and replace all Fixtures and Fittings within their lot, and premises.

Fixtures and Fittings means any fixtures and fittings in or about the Premises and without limiting the generality of those works including put not limited to air-conditioning units power points, light fittings, taps and water outlets, exhaust fans flyscreen and doors where installed, sliding doors, front door lock, light sockets, switches and fittings, hot water systems either installed internally or externally on common property, clothes lines, solar panels, satellite dishes, TV Aerials, NBN connections, All garage doors, roller doors, security doors and windows, awnings and blinds, and roller shutters. Any carports, patios, sheds, artificial lawns added by owners post construction of the original buildings, any fences, gates, screens that have been added

☒ and / ☐ or⁵

By special resolution, the voting period for which opened on **30/04/2024** and closed on **28/05/2024** (and which must be registered within 3 months after the closing date) the ☒ **additions/** ☐ **amendments/** ☐ **repeal**⁵ to the Conduct by-laws were made as detailed here.

16. Pets (Dogs & Cats) -

All dogs and cats must at all times be confined to the owner, occupier or tenant's lot. When on common property all dogs and cats must be on a leash and under the supervision of an adult at all times. All excrement must be disposed of efficiently and effectively so as not to be offence or injurious to other residents and visitors. Owners, residents, tenants and visitors must comply with Schedule 2 item 12 (c) particularly in relation to noise and disturbance to other residents

☐ and / ☐ or⁵

- 1.7. **"Occupier"** means the legal occupier of a Lot from time to time;
 - 1.8. **"Owner"** means the registered proprietor of a Lot from time to time;
 - 1.9. **"Strata Company"** means the Strata Company known as The Owners of Ocean Palms - Strata Plan No. 12463
2. Owners and Occupiers are bound by the By-Laws and must comply with the By-Laws. The By-Laws may change from time to time. Owners and Occupiers should ensure they are aware of the terms of the By-Laws.
 3. If an Owner or Occupier breaches any of the By-Laws, the Strata Company may take steps to enforce the By-Laws against the Owner / Occupier in breach. These steps may include but not be limited to:
 - 3.1 Communicating with the Owner and/or Occupier by phone
 - 3.2 Issuing a letter to the Owner and/or Occupier
 - 3.3 Proposing and attending a meeting with the Owner and/or Occupier
 - 3.4 Issuing a formal notice to comply in accordance with the Act
 - 3.5 Making an application for and attending mediation
 - 3.6 Applying to the Western Australian State Administrative Tribunal (SAT) for relevant orders.
 4. If an Owner or Occupier breaches a By-Law and the Strata Company incurs Breach Costs, the Owner or Occupier in breach of the By-Law is responsible for paying those Breach Costs.
 5. If an Owner or Occupier fails to pay the Breach Costs within 14 days of the date of a Costs Notice, the Strata Company may charge the Breach Costs to the Owner's lot account as if the Breach Costs were a contribution under the Act, and all the same rights of recovery under the Act apply to the Breach Costs.

13. Insurance Excess recovery.

It is acknowledged that the strata company under section 97 and Schedule 2A section 53A is responsible to insure the assets of the strata company as define in the strata titles act 1985 as amended and is responsible for the payment of any premiums and any excess imposed by the strata company's insurer on any insurance claim.

Notwithstanding that the strata company has the right at its discretion to recover a proportion or all of any excess from an owner subject to the following conditions

- 1.2. **“By-Laws”** means the strata company’s registered by-laws, as amended, repealed or replaced from time to time;
- 1.3. **“Breach Costs”** means any costs reasonably incurred by the Strata Company because of an Owner, Occupier, resident or invitee of the owner, occupier or resident of the Lot breach of the Act and or the By-Laws, and includes (but is not limited to):
- 1.3.1 contributions (whether levied under sections 100(1) or 100(2)) or any other amount properly due to the strata company
 - 1.3.2 Enforcement Costs.
 - 1.3.3 The cost of rectifying damage to property, whether common property, lot property or personal property vested in the Strata Company.
 - 1.3.4 Fines or fees issued to the Strata Company.
 - 1.3.5 Any Strata Management fees incurred by the Strata Company in pursuit of the debt.
 - 1.3.6 Any Solicitors fees and or Debt Collect agency fees incurred by the Strata Company incurred associated with the recovery of the debt.
 - 1.3.7 in respect of costs other than legal costs, as liquidated damages
 - 1.3.8 the costs of making any application or submission to the State Administrative Tribunal or any court of competent jurisdiction in respect to any breach of the by-laws by that owner or the occupier or other resident of that owner’s lot or the invitee of the owner, occupier or other resident;
- 1.4. **“Costs Notice”** means a written notice issued by the Strata Company Owners to an Owner or Occupier itemising the Breach Costs and requesting payment of those Breach Costs, including setting out payment methods and a due date for payment;
- 1.5. **“Enforcement Costs”** means the costs reasonably incurred by the Strata Company in carrying out any task connected with the enforcement of the By-Laws against an Owner or Occupier, including the cost to the Strata Company of engaging professional or trade services (including but not limited to the strata managing agent, building manager, legal practitioner, contractor, and/or security service costs); the costs of any excess imposed by the strata company's insurer in respect to any claim made on the company's policy which has arisen as a consequence of the action or behavior of the proprietor, resident or other occupier of a lot including accidental damage to the improvements within the lot or the common property
- 1.6. **“Lot”** means a lot or any part of a lot in the Strata Scheme,

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

Part 3 – Application to Amend

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

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on **30/04/2024** and closed on **28/05/2024** (and which must be registered within 3 months after the closing date) the

☒ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans Annexure "Ä" subject to the following terms and conditions:

(1) Garages as per Annexure "Ä"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "Ä" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 5 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

12. Recovery of by-law breach costs (enforcement costs)

1. For the purpose of this by-law:

1.1. "Act" means the *Strata Titles Act 1985* as amended

⁵ Select one.

Version 1

Scheme By-laws

Strata Titles Act 1985 (STA)
Part 4 Division 4

Scheme Number: 12463

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ Ocean Palms Strata Plan 12463 (strata company); or

(b) For new schemes:

The owner(s)² _____ of land the subject of the plan described as³

Part 2 – Select Option

☐ **Option 1 – Voluntary Consolidation⁴**

[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.]

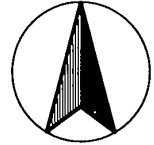
¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

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

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

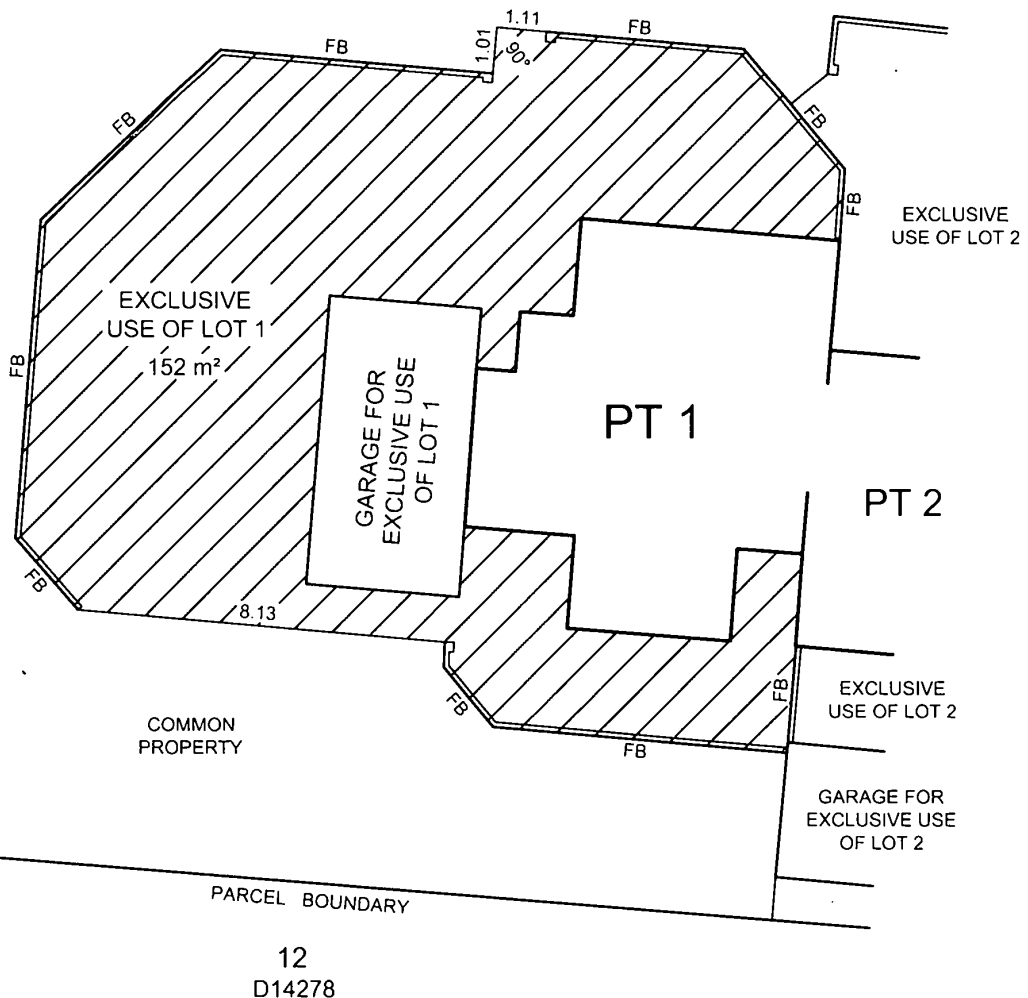
⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

EV002862308 OTHER



CHAPMAN ROAD

PARCEL BOUNDARY

COMMON
PROPERTYCOMMON
PROPERTY

PARCEL BOUNDARY

12
D14278

FB

DENOTES BOUNDARY OF EXCLUSIVE USE
AREA IS FACE OF BRICK WALLTHE EXCLUSIVE USE AREA BOUNDARIES WHICH ARE
BUILDINGS ARE THE EXTERNAL FACE OF THOSE BUILDINGS.THE EXCLUSIVE USE AREAS ARE WHOLLY CONTAINED WITHIN
THE PARCEL BOUNDARIES.

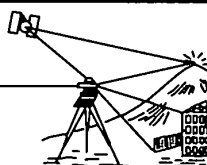
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ALL DISTANCES ARE IN METRES

REVISIONS

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0	04/12/23	ORIGINAL ISSUE	BC

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HTD**SURVEYORS & PLANNERS**
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PHONE: (08) 9921 3111
EMAIL: htidsurveys@htids.com.au
WEBSITE: http://www.htids.com.au

CLIENT: RAY WHITE GERALDTON

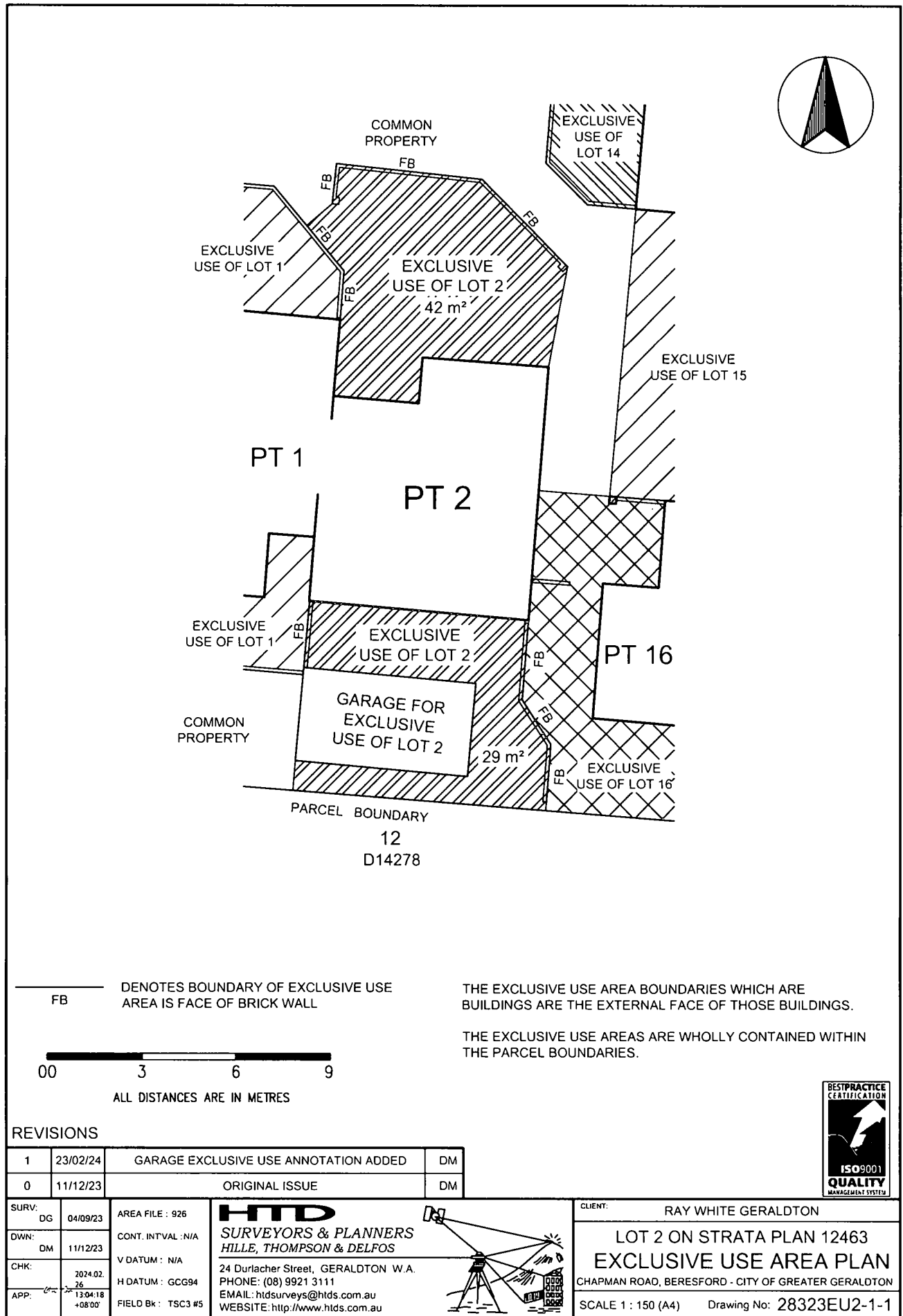
LOT 1 ON STRATA PLAN 12463
EXCLUSIVE USE AREA PLAN

CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON

SCALE 1 : 150 (A4) Drawing No: 28323EU1-1-1









FB DENOTES BOUNDARY OF EXCLUSIVE USE AREA IS FACE OF BRICK WALL

00 3 6 9

ALL DISTANCES ARE IN METRES

THE EXCLUSIVE USE AREA BOUNDARIES WHICH ARE BUILDINGS ARE THE EXTERNAL FACE OF THOSE BUILDINGS.

THE EXCLUSIVE USE AREAS ARE WHOLLY CONTAINED WITHIN THE PARCEL BOUNDARIES.

REVISIONS

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0	11/12/23	ORIGINAL ISSUE	DM

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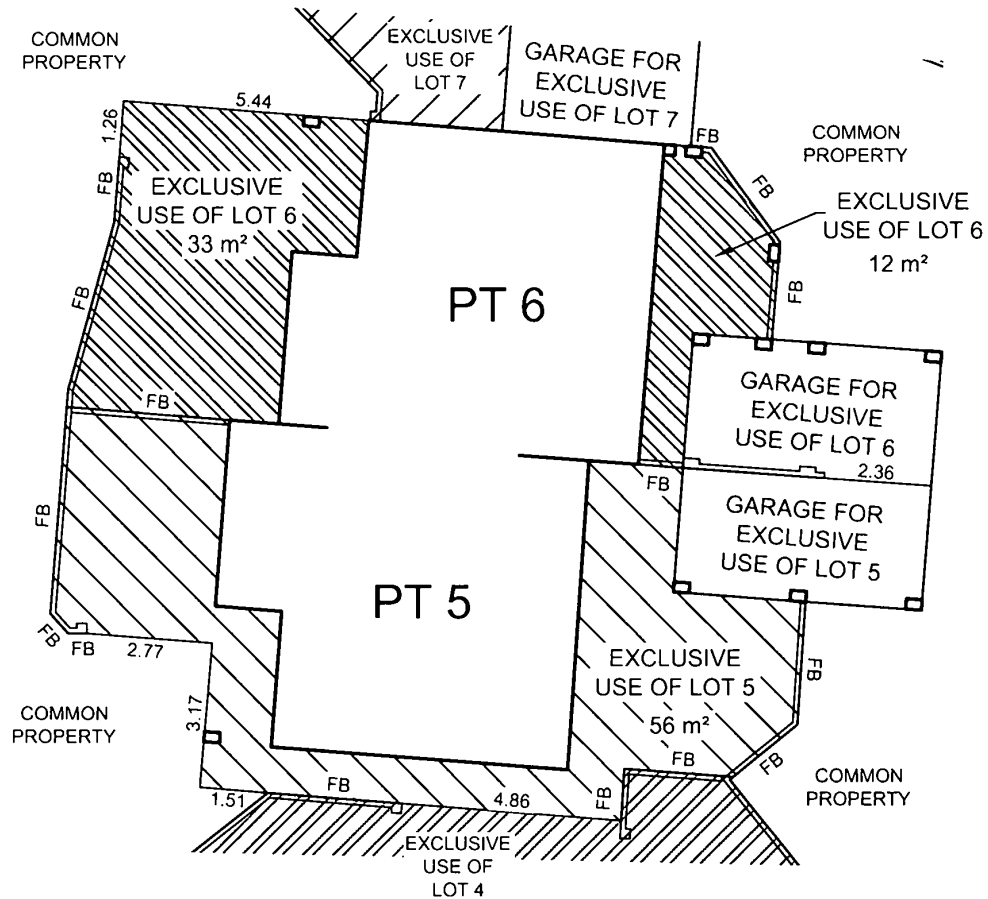
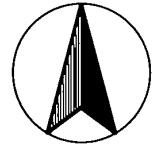
BEST PRACTICE CERTIFICATION
ISO 9001 QUALITY MANAGEMENT SYSTEM

CLIENT: RAY WHITE GERALDTON

LOTS 3 & 4 ON STRATA PLAN 12463
EXCLUSIVE USE AREA PLAN
CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON

SCALE 1 : 150 (A4) Drawing No: 28323EU3-1-1

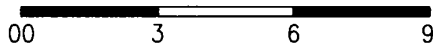




FB DENOTES BOUNDARY OF EXCLUSIVE USE AREA IS FACE OF BRICK WALL

THE EXCLUSIVE USE AREA BOUNDARIES WHICH ARE BUILDINGS ARE THE EXTERNAL FACE OF THOSE BUILDINGS.

THE EXCLUSIVE USE AREAS ARE WHOLLY CONTAINED WITHIN THE PARCEL BOUNDARIES.



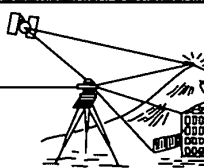
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REVISIONS

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0	11/12/23	ORIGINAL ISSUE	DM

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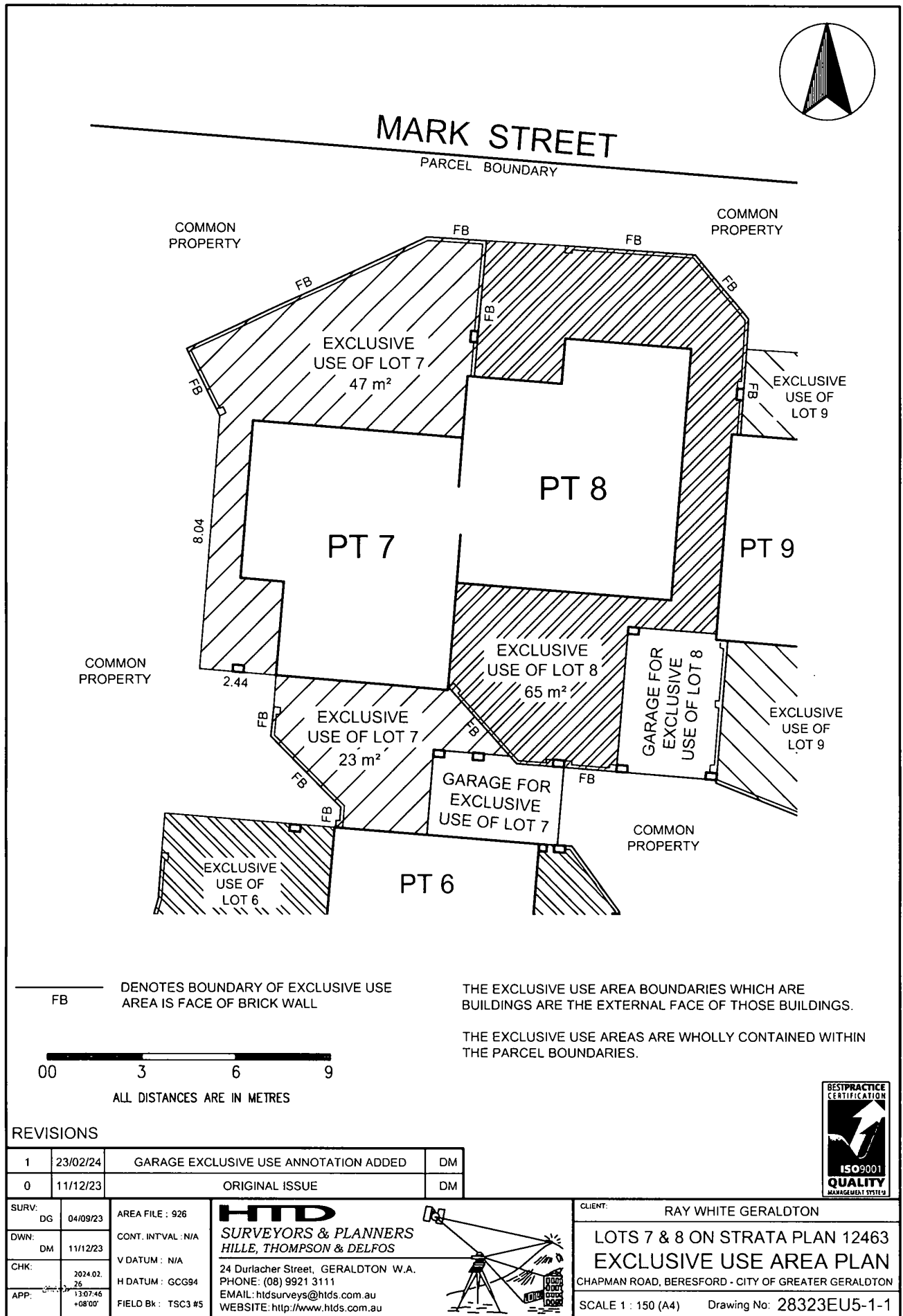
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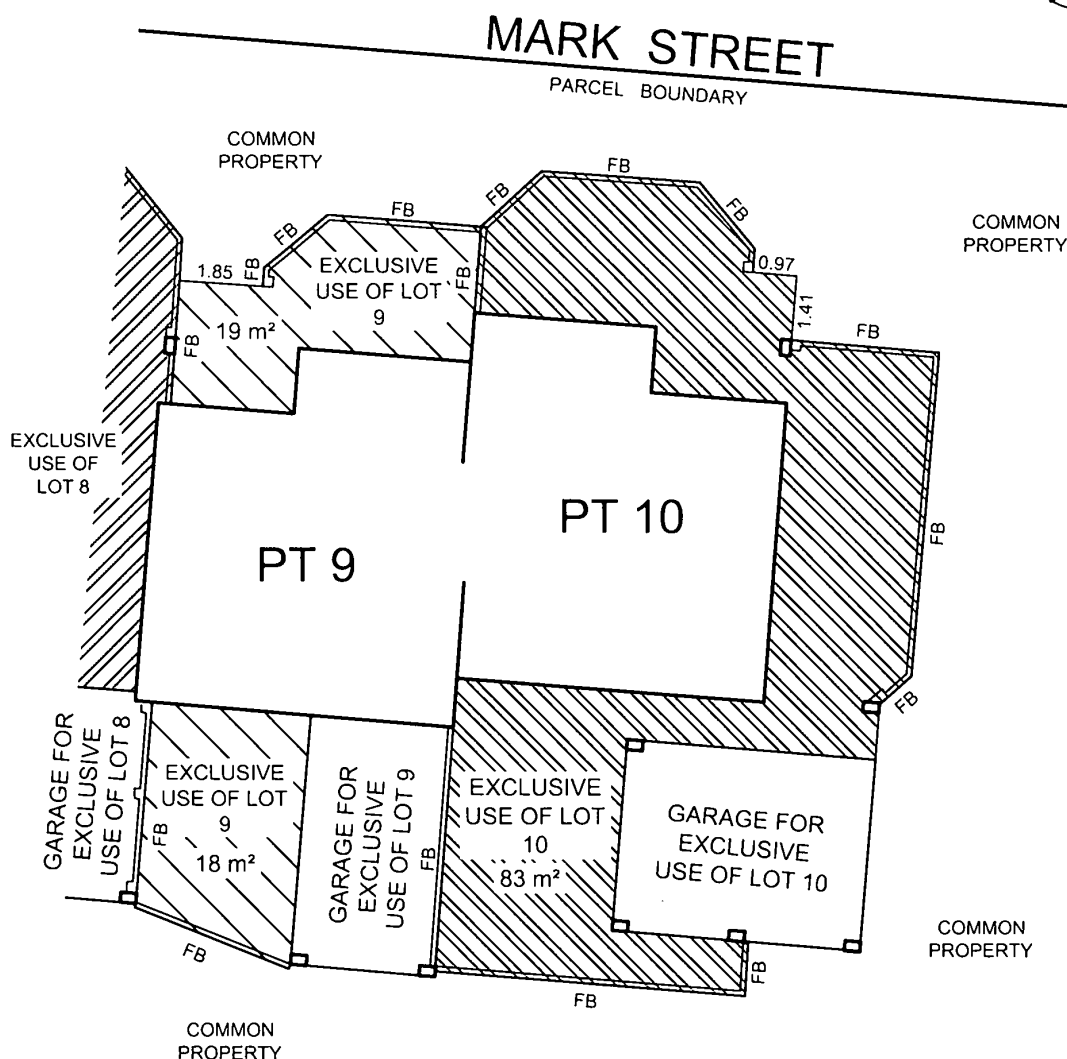


CLIENT	RAY WHITE GERALDTON
LOTS 5 & 6 ON STRATA PLAN 12463	
EXCLUSIVE USE AREA PLAN	
CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON	
SCALE 1 : 150 (A4)	Drawing No: 28323EU4-1-1



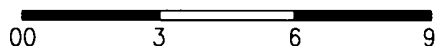






THE EXCLUSIVE USE AREA BOUNDARIES WHICH ARE BUILDINGS ARE THE EXTERNAL FACE OF THOSE BUILDINGS.

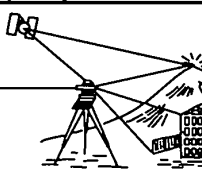
THE EXCLUSIVE USE AREAS ARE WHOLLY CONTAINED WITHIN
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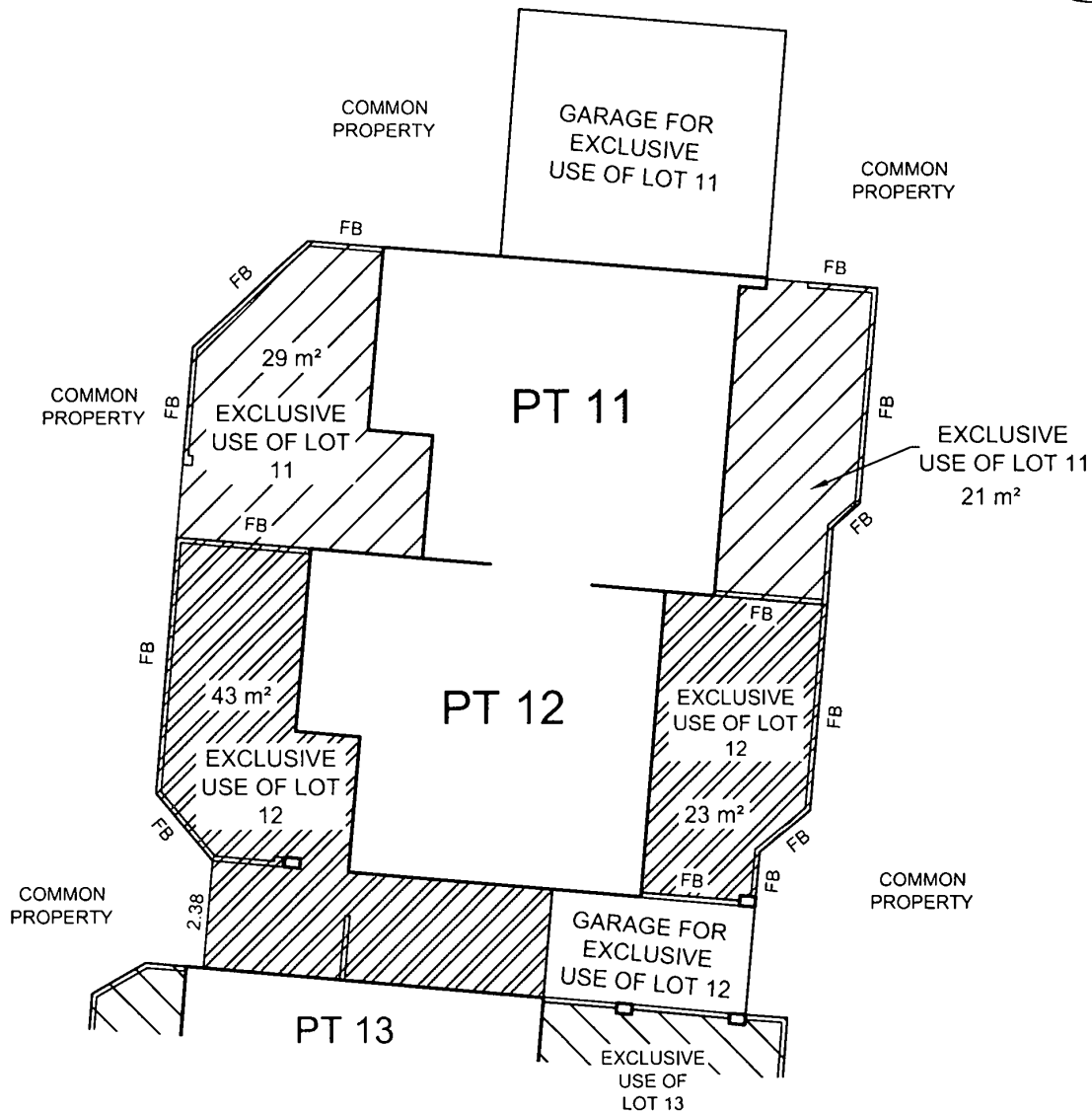
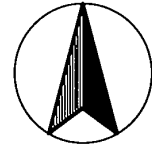
LOTS 9 & 10 ON STRATA PLAN 12463
EXCLUSIVE USE AREA PLAN

CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON

SCALE 1 : 150 (A4) Drawing No: 28323EU6-1-1



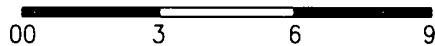
Annexure "A"



FB DENOTES BOUNDARY OF EXCLUSIVE USE AREA IS FACE OF BRICK WALL

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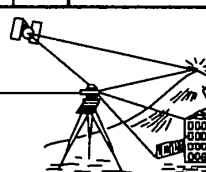
ALL DISTANCES ARE IN METRES

REVISIONS

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0	11/12/23	ORIGINAL ISSUE	DM

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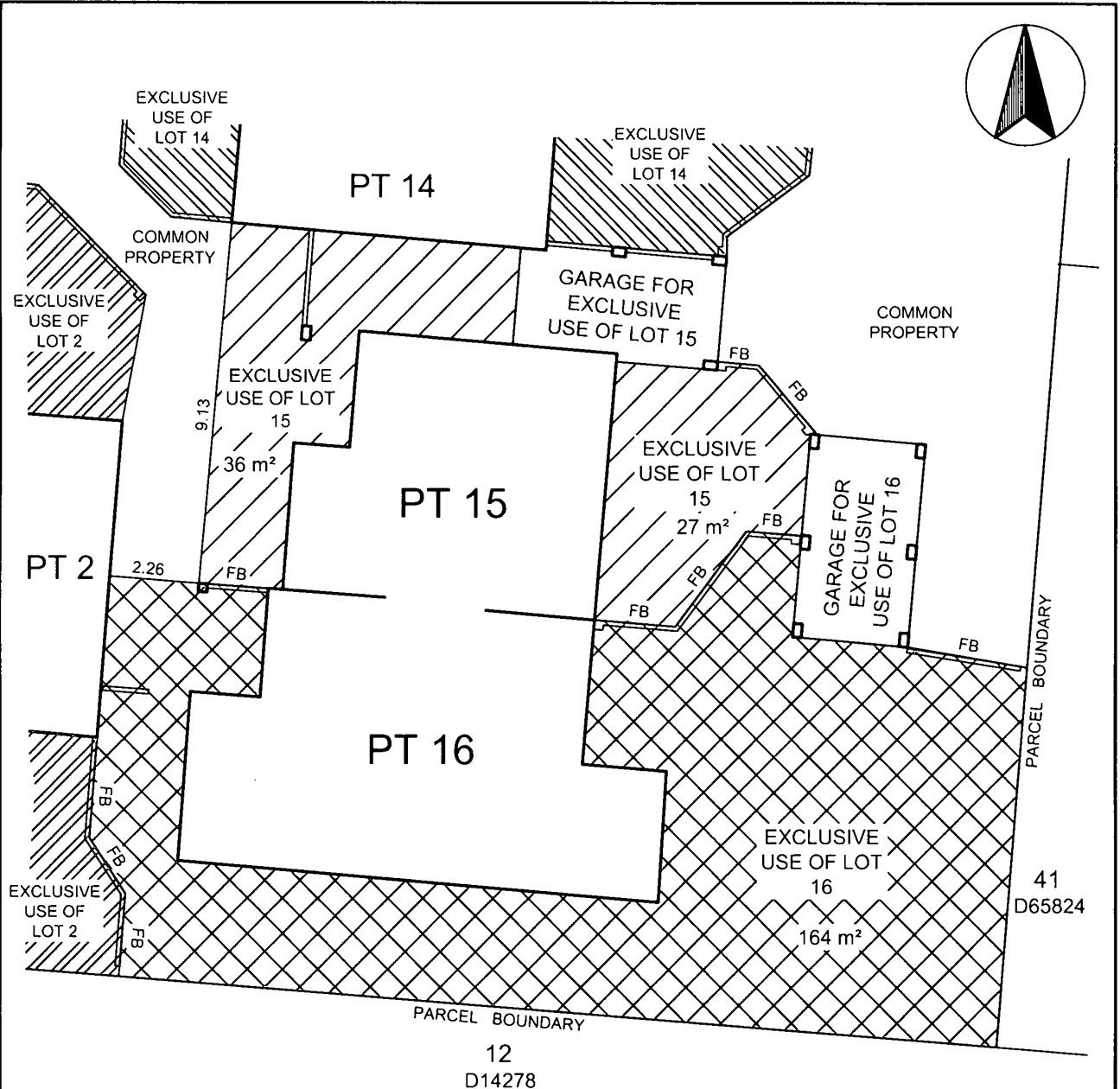


CLIENT:	RAY WHITE GERALDTON
LOTS 11 & 12 ON STRATA PLAN 12463	
EXCLUSIVE USE AREA PLAN	
CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON	
SCALE 1 : 150 (A4)	Drawing No: 28323EU7-1-1







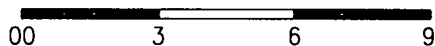


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DENOTES BOUNDARY OF EXCLUSIVE USE
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ALL DISTANCES ARE IN METRES

REVISIONS

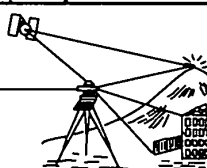
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HTD

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24 Durlacher Street, GERALDTON W.A.
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WEBSITE: http://www.htds.com.au



CLIENT:

RAY WHITE GERALDTON

LOTS 15 & 16 ON STRATA PLAN 12463
EXCLUSIVE USE AREA PLAN
CHAPMAN ROAD, BERESFORD - CITY OF GREATER GERALDTON

SCALE 1 : 150 (A4) Drawing No: 28323EU9-1-1





**11. Exclusive Use garages and courtyards**

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

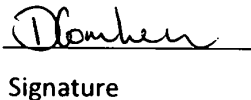
CONSENT

We Ian Charles Comben and Donelle Patricia Comben consent as owners of Special Lot 1 to above exclusive use by-law.


Signature

Ian Charles Comben

Full Name


Signature

Donelle Patricia Comben

Full Name

DATED

04/06/2024.



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "Ä" subject to the following terms and conditions:

(1) Garages as per Annexure "Ä"

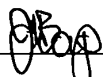
- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "Ä" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

I Julie Maree Boys consent as owner of Special Lot 2 to above exclusive use by-law.



Signature

Julie Maree Boys

Full Name

DATED 24-06-2024



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

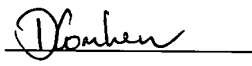
CONSENT

We Ian Charles Comben and Donelle Patricia Comben consent as owners of Special Lot 3 to above exclusive use by-law.


Signature

Ian Charles Comben

Full Name


Signature

Donelle Patricia Comben

Full Name

DATED

04/06/2024



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

We Brian Arthur Pember and Christina Lillian Pember consent as owners of Special Lot 4 to above exclusive use by-law.



Signature

Brian Arthur Pember

Full Name



Signature

Christina Lillian Pember

Full Name

DATED 1st 6th 2024

to the extent that the Commission has not yet received the information requested, it is not possible to provide a more detailed answer. The Commission is, however, aware of the fact that the Commission has not yet received the information requested.

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- ה"ר אברהם יצחק הכהן קארו, מחבר ספר "מגן אברהם" ו"תורת אברהם".

- CONFIDENTIAL

2500
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Christina L. Gill
1989

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/11/2024 11:59 AM Request number: 67369764

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

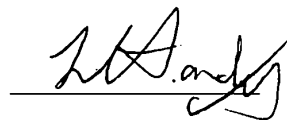
We Christopher John Hardy and Louanne Maree Hardy consent as owners of Special Lot 5 to above exclusive use by-law.



Signature

Christopher John Hardy

Full Name



Signature

Louanne Maree Hardy

Full Name

DATED 4/6/2024

Annexure "B"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

1, April Roulstone

~~We~~ Christopher John Hardy and Louanne Maree Hardy consent as owners of Special Lot 5 to above exclusive use by-law.



Signature

April Drummond Roulstone

Full Name

APRIL ROULSTONE

DATED 17.07.24

Annexure "B"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "Ä" subject to the following terms and conditions:

(1) Garages as per Annexure "Ä"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "Ä" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

I Beryl Margaret Scott consent as owner of Special Lot 6 to above exclusive use by-law.



Signature

Beryl Margaret Scott

Full Name

DATED 20 June 2024



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

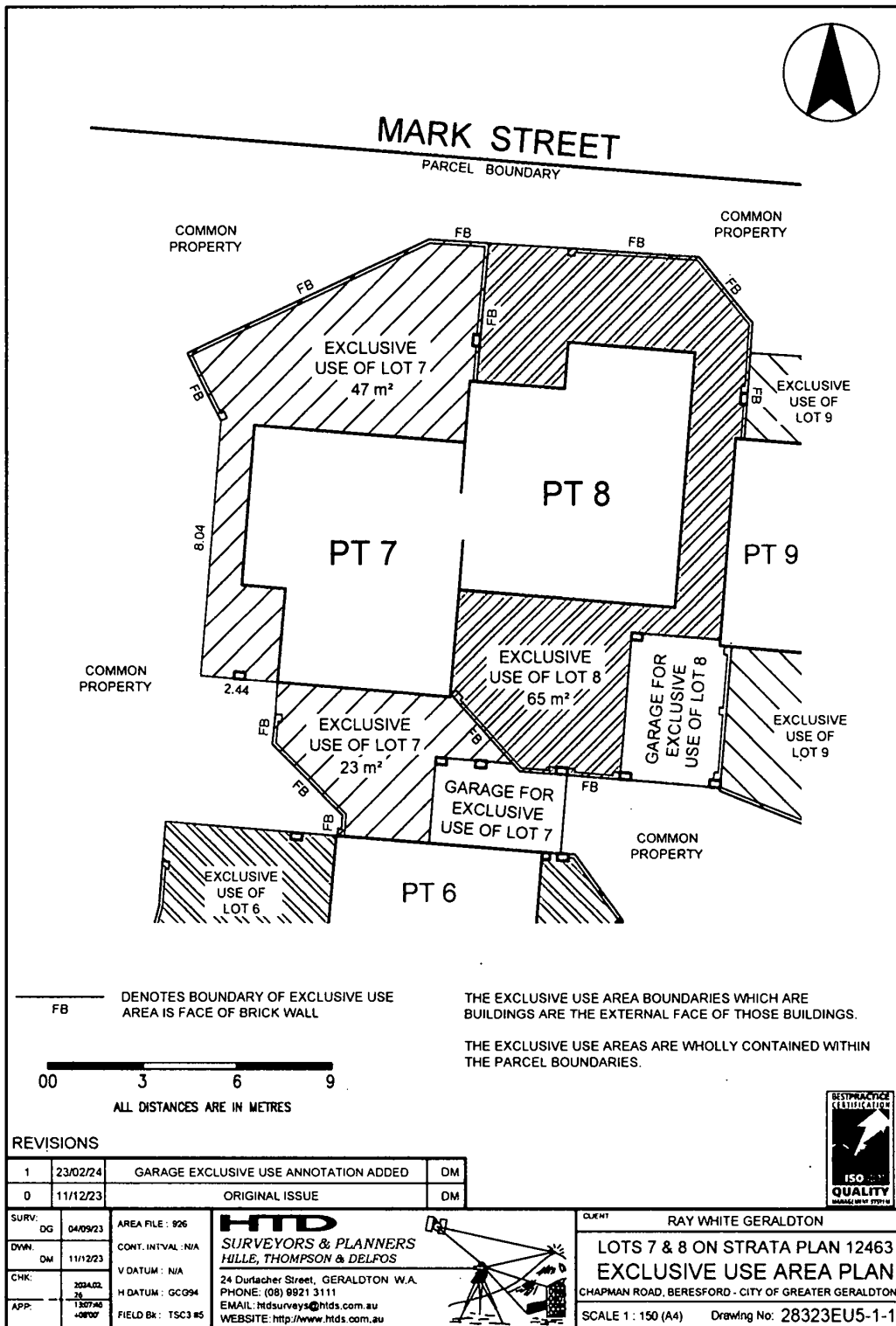
I Judith Ann Hunter consent as owner of Special Lot 7 to above exclusive use by-law.


Signature

Judith Ann Hunter

Full Name

DATED 6th JUNE 2024



Annexure "8"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "Ä" subject to the following terms and conditions:

(1) Garages as per Annexure "Ä"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "Ä" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

I Mark Robert Edwards consent as owner of Special Lot 8 to above exclusive use by-law.



Signature

Mark Robert Edwards

Full Name

DATED 5/06/2024



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

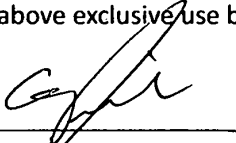
- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

CJ Finch and Associates Superannuation Fund Pty Ltd consent as directors of Special Lot 9 to above exclusive use by-law.



Signature

Chris Finch

Full Name

CHRISTOPHER JOHN FINCH

Signature

Lesley Finch

Full Name

LESLEY MARGARET FINCH

DATED 7/6/24

Annexure "B"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

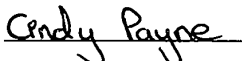
We Gregory Arthur Payne and Cindy May Payne consent as owners of Special Lot 10 to above exclusive use by-law.



Signature

Gregory Arthur Payne

Full Name



Signature

Cindy May Payne

Full Name

DATED 15/06/2024

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "Ä" subject to the following terms and conditions:

(1) Garages as per Annexure "Ä"

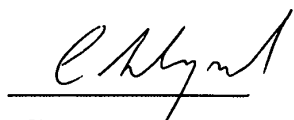
- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "Ä" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

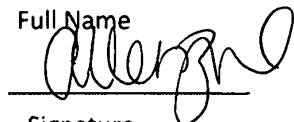
We Christopher Murray Wenzel and Corrina Irene Wenzel consent as owners of Special Lot 11 to above exclusive use by-law.



Signature

Christopher Murray Wenzel

Full Name



Signature

Corrina Irene Wenzel

Full Name

DATED 2-6-24



Annexure "B"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

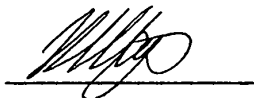
- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

We Richard Steven Wykstra and Allison Marie Mills consent as owners of Special Lot 12 to above exclusive use by-law.



Signature

Richard Steven Wykstra

Full Name



Signature

Allison Marie Mills

Full Name

DATED 7/06/2024

Paul Pirroffina
209 Bay White Road
Geraldton WA 6530

Annexure "B"

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

I Wendy Maree McDonald consent as owner of Special Lot 13 to above exclusive use by-law.

W. McDonald

Signature

Wendy Maree McDonald

Full Name

DATED 02.06.2024

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
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CONSENT

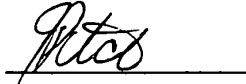
We Nicole Therese Pitcher and Ian Kenneth Pitcher consent as owners of Special Lot 14 to above exclusive use by-law.



Signature

Nicole Therese Pitcher

Full Name



Signature

Ian Kenneth Pitcher

Full Name

DATED 5 June 2024

1. The following information is provided for your information:

2. The following information is provided for your information:

3. The following information is provided for your information:

4. The following information is provided for your information:

5. The following information is provided for your information:

6. The following information is provided for your information:

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29. The following information is provided for your information:

30. The following information is provided for your information:

11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

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- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

Solomon

We Dene Thomas ~~Solomon~~ and Lisa Jane Smith-Cusack consent as owners of Special Lot 15 to above exclusive use by-law.

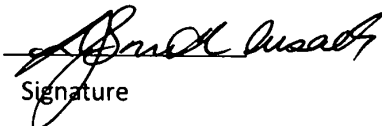


Signature

Dene Thomas Solomon

Solomon.

Full Name



Signature

Lisa Jane Smith-Cusack

Full Name

DATED 31 May 2024



11. Exclusive Use garages and courtyards

Subject to this by-law, the owners of each lot 1 to 16 inclusive, here in referred to as Special Lots 1 to 16 inclusive have been granted exclusive use of that part of the common property herein referred to as special common property as delineated on the attached sketch plans

Annexure "A" subject to the following terms and conditions:

(1) Garages as per Annexure "A"

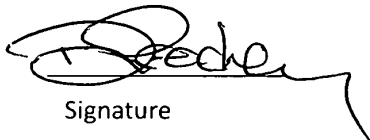
- (a) Owners must keep their respective garages (special common property) clean and tidy and are not to be used as an additional storage area for each Special lot.
- (b) The strata company must maintain, repair, renew and replace garages (special common property) as required.

(2) Courtyards as delineated on Annexure "A" as hashed areas.

- (a) Owners must maintain repair renew and replace within their respective courtyards (special common property) any items, structures, vegetation, shrubbery and trees at their expense to a depth of 1 metre below their building ground floor level to a height of 4 metres above their respective ground floor level. Trees and scrubs should not exceed a height greater than 4 metres and should not interfere with views of neighbours and must always remain within the confines of the exclusive use area (special common property)
- (b) Reticulation within the exclusive use area (special common property) must be maintained by the strata company, however any additions and or alterations to the reticulation system within their respective special common property will be the sole responsibility of the respective lot owner concerned and at their expense and that lot owner must use the strata company's preferred contractor.

CONSENT

I Rebecca Jane Peachey consent as owner of Special Lot 16 to above exclusive use by-law.



Signature

Rebecca Jane Peachey

Full Name

DATED 11/06/2024

