


Form 804 Attachment 2: Strata By-Laws & Notifications

FORM B4

FORM APPROVAL
NO.B1625

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REG. \$ 75.00

APPLICATION TO AMEND BY-LAWS

LODGED BY ANDERSON SMITH
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INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER
THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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

EXAMINED
By Laws



AMENDMENT OF BY-LAWS

STRATA TITLES ACT 1985, as amended.

PARAGON CBD STRATA PLAN No. 39886.

**HAY STREET
WESTERN AUSTRALIA.**

FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS.

Strata Titles Act 1985.

Section 42.

The Owners of PARAGON CBD Strata Plan No 39886 hereby certifies :-

that by resolution without dissent duly passed at a meeting of the strata company on the 4th June 2001 which became unconditional on 4th June 2001 the By-Laws in Schedule 1 to the Act as they apply to the strata company were repealed and the following By-Laws in Schedule 1 were adopted;

that by special resolution duly passed at a meeting of the strata company on the 4th June 2001 which became unconditional on the 4th June 2001 the By-Laws in Schedule 2 to the Act as they apply to the strata company were repealed and the following By-Laws in Schedule 2 were adopted;

STRATA COMPANY BY-LAWS

SCHEDULE 1

1. Interpretation.

- (a) "the Act" means the Strata Titles Act 1985, as amended;
- (b) "the by-laws" means the by-laws of the Strata Company as are contained in this management statement;
- (c) "common property" means all that part of the strata plan that is not a lot or part of a lot on the strata plan;
- (d) "the Council" means the Council of the Strata Company;
- (e) "the local government authority" means the City of Perth;
- (f) "lot" means a strata lot contained on the strata plan;
- (g) "the original proprietor" means Westpoint Centreways Pty Ltd;
- (h) "the parcel" means the land comprised in the strata plan;
- (i) "services" means the supply of electricity, gas, water, sewer, drainage, telephone and any other pipe or cable which delivers those things to a lot or the parcel;
- (j) "the Strata Company" means a body corporate constituted pursuant to section 32 of the Act which comes into being upon the registration of the strata plan;
- (k) "the Strata Company Manager" means the organization or person appointed by the Strata Company to administer the affairs of the Strata Company in accordance with Schedule 2 by-law 16;
- (l) "Strata Company Management Agreement" means the agreement in accordance with Schedule 2 by-law 17;
- (m) "strata plan" means the strata plan registered with the Department of Land Administration, the subject of the parcel, as is contained in the Schedule hereto;
- (n) "the scheme" means the strata plan, the by-laws of the Strata Company and the buildings, facilities and services contained within the parcel.

2. Duties of proprietors and occupiers.

(1) A proprietor shall -

- (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his or her lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her lot;
- (b) repair and maintain his or her 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.

(1a) A proprietor shall -

- (a) notify the Strata Company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under 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 his or her lot, the name of the lessee and the term of the lease.

(2) A proprietor, occupier or tenant of a lot shall -

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or tenants, or 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 any occupier of another lot (whether a proprietor or not);
- (c) take all reasonable steps to ensure that his or her visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or tenant of another lot or of any person lawfully using common property; and
- (d) take all reasonable steps to ensure that his or her visitors comply with the by-laws of the Strata Company relating to the parking of motor vehicles.

3. Power to decorate and affix fittings.

A proprietor may, without obtaining the consent of the strata company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his or her lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

4. Constitution of the Council of the Strata Company.

- (1) The powers and duties of the Strata Company shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Company and a meeting of the Council at which a quorum is present shall be 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 proprietors of all the lots shall constitute the Council.
- (3)
 - (a) Where there are not more than 3 proprietors the Council shall consist of all proprietors and where there are more than 3 proprietors the Council shall consist of not less than 3 nor more than 7 proprietors as is determined by the Strata Company; and
 - (b) where the original proprietor remains a proprietor of at least one lot then that original proprietor shall be a member of the Council in respect to the requirements of this by-law and shall not require election to the Council.
- (4) Where there are more than 3 proprietors the members of the Council shall be elected at each annual general meeting of the Strata Company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.

- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the Council and the co-proprietor who is so eligible shall be nominated by his or her co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the Council, a proprietor shall have one vote in respect of each lot owned by him or her.
- (8) Except where the Council consists of all the proprietors, the Strata Company may by special resolution remove any member of the Council before the expiration of his or her term of office.
- (9) A member of the Council vacates his or her office as a member of the Council:-
 - (a) If he or she dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the Strata Company of notice in writing of his or her resignation from the office of member;
 - (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 he or she is not elected or re-elected;
 - (d) in a case where he or she is a member of the Council by reason of there being not more than 3 proprietors, upon an election of members of the Council (as a result of there being an increase in the number of proprietors to more than 3) at which he or she is not elected;
 - (e) where he or she is removed from office under sub-bylaw (8) of this by-law.
- (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 sub-bylaw (8), the Strata Company may resolve that the casual vacancy shall be filled by the Strata Company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the Council shall be 2 where the Council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (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 or convening a general meeting of the Strata Company, but for no other purpose.
- (13) All acts done in good faith by the Council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.

5. Procedure for the election of the Council.

The procedure for nomination and election of members of a Council shall be in accordance with the following rules -

- (1) The meeting shall determine, in accordance with the requirements of by-law 4 (3), the number of persons of whom the Council shall consist.
- (2) The chairman shall call upon those persons present 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 his or her nomination, given -
 - (a) In writing, and furnished to the chairman at the meeting; or

- (b) orally by a nominee who is present at the meeting.
- (4) When no further nominations are forthcoming, the chairman -
 - (a) where the number of candidates equals the number of members of the Council determined in accordance with the requirements of by-law 4 (3), shall declare those candidates to be elected as members of the Council;
 - (b) where the number of candidates exceeds the number of members of the Council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall -
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he or she is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by -
 - (a) writing thereon the names of candidates, equal in number to the number of members of the Council so that no name is repeated;
 - (b) indicating thereon the number of each lot in respect of which his or her vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - (c) signing the ballot-paper; and
 - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him or her, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to rule (9), candidates, being equal in number to the number of the Council determined in accordance with by-law 4 (3), who receive the highest numbers of votes shall be declared elected to the Council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in rule (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 shall be decided by a show of hands of those present and entitled to vote.
- 6. Election of office bearers of the Council.**
 - (1) The members of a Council shall, at the first meeting of the Council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the Council.
 - (2) A person -
 - (a) shall not be appointed to an office referred to in sub-bylaw (1) of this by-law unless he or she is a member of the Council; and
 - (b) may be appointed to one or more of those offices.
 - (3) A person appointed to an office referred to in sub-bylaw (1) of this by-law shall hold office until -
 - (a) he or she ceases to be a member of the Council;
 - (b) receipt by the Strata Company of notice in writing of his or her resignation from that office; or
 - (c) another person is appointed by the Council to hold that office,
 whichever first happens.

- (4) The chairman shall preside at all meetings of the Council at which he or she is present and, if he or she is absent from any meeting, the members of the Council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

7. Chairman, secretary and treasurer of the Strata Company.

- (1) Subject to sub-bylaw (2), the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- (2) A Strata Company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the Strata Company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which he or she was appointed to act.

8. Meeting procedure and powers of the Council.

- (1) At meetings of the Council, all matters shall 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 shall meet when any member of the Council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - (b) employ on behalf of the Strata Company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the Strata Company;
 - (c) 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 power and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a Council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his or her place as a member of the Council at any meeting of the Council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the Council.
- (4) A proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he or she is a member of the Council.
- (5) If a person appointed under sub-bylaw (3) of this by-law is a member of the Council he or she may, at any meeting of the Council, separately vote in his or her capacity as a member and on behalf of the member in whose place he or she has been appointed to act.
- (6) The Council shall keep minutes of its proceedings.

9. Powers and duties of the secretary of the 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;
- (b) the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
- (c) the supply of information on behalf of the Strata Company in accordance with section 43 (1) (a) and (b) of the Act;
- (d) the answering of communications addressed to the Strata Company;
- (e) the calling of nominations of candidates for election as members of the Council; and

- (f) subject to section 49 and 103 of the Act the convening of meetings of the Strata Company and of the Council.

10. Powers and duties of the treasurer of the Strata Company.

The powers and duties of the treasurer of a Strata Company include -

- (a) the notifying of proprietors of any contributions levied pursuant to the Act;
- (b) the receipt, acknowledgement and banking of and the accounting for any money paid to the Strata Company;
- (c) the preparation of any certificate applied for under section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35 (1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

11. General meetings of the Strata Company.

- (1) General meetings of the Strata Company shall be held once in each year so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- (3) The Council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- (4) If the Council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- (5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the Strata Company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at such meeting.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the Strata Company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-bylaw (5) of this by-law.

12. Proceedings at general meetings of the Strata Company.

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Council, or at an extraordinary general meeting.
- (2) Except as otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.

- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

13. Moving motions and nominating members of the Council.

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the Council unless the person is entitled to vote on the motion or at the election.

14. Voting rights of proprietors.

- (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlement of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his or her attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his or her lot have been duly paid and any other moneys recoverable under the Act by the Strata Company from him or her at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his or her interest in the lot.
- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

15. Common seal of the Strata Company.

- (1) The Council of the Strata Company is authorised to use the common seal of the Strata Company to execute any instrument, document or certificate of the Strata Company that may be required pursuant to a resolution of the Strata Company.
- (2) The common seal of the Strata Company will only be used in the presence of at least 2 members of the Council, who shall sign every instrument, document or certificate of the Strata Company to which the seal is affixed, but where there is only one member of the Strata Company that sole signatory shall be sufficient for the purpose of this by-law.
- (3) The Council shall make provision for the safe custody of the common seal.

16. Reserve fund.

The Strata Company will at all times administer a reserve fund, in accordance with section 36 (2) of the Strata Titles Act 1985, as amended, for the purpose of accumulating funds to meet contingent expenses, other than those of a routine nature, and other major expenses of the Strata Company likely to arise in the future.

17. Strata Company Insurance.

The Strata Company will at all times ensure that an insurance policy in accordance with the Act is in the name of the Strata Company and is current together with any other Insurance policy which the Strata Company may decide to be necessary from time to time.

18. Maintenance of common services.

Where any services such as sewer, water supply, gas, electricity and telephone supply and any other service are provided to the scheme and such service or supply is shared in common by all lots;

- (a) the cost of any maintenance, repair or replacement of such service or supply will be the responsibility of the Strata Company and;
- (b) any costs of any maintenance, repair or replacement of such service or supply will be divided between all lot proprietors and will be payable by the individual lot proprietor in the proportion to the individual unit entitlement that each lot bears in ratio to the aggregate unit entitlement of the scheme.

19. Maintenance of common services within a lot.

While it is the responsibility of the registered proprietors of the individual lots to maintain all buildings and services contained within the boundaries of the individual lot to which they relate this responsibility will not apply to any common services that may be contained within the boundaries of the lot that are subject to section 11 of the Strata Titles Act 1985, as amended, and in this regard sections 38 & 39 of the Strata Titles Act 1985, as amended, shall apply.

20. Strata Company to be advised of defects to services.

A proprietor shall give the Strata Company prompt notice of any accident to or defect in the supply of sewer, water supply, gas, electricity, telephone and any other service situated within the common property which comes to his or her knowledge and the Strata Company shall have authority to enter upon any lot, by its agents or servants, if necessary in the circumstances, having regard to the urgency involved, to carry out such repairs or renovations as may deem necessary.

21. Variation in the payment of Strata Company levy contributions by certain lots.

1. In accordance with section 42B of the Act the method of assessing contributions to be levied on proprietors under section 36 of the Act is varied in that the Lots 1 to 153, being the residential lots within the strata scheme will NOT contribute to following items of expenditure contained in the Strata Company levy budget:
 - (a) Lift maintenance for the lift and the common property lift structure contained within the strata plan pertaining to the use of the commercial lot 154.
 - (b) The common property area and structure contained within the basement level on the strata plan pertaining to the use of the commercial lot 154, excluding the stairs.
 - (c) The common property area and structure contained within the ground floor level on the strata plan pertaining to the use of the commercial lot 154, excluding the stairs and the fire escape.
2. In accordance with section 42B of the Act the method of assessing contributions to be levied on proprietors under section 36 of the Act is varied in that the Lot 154 being the commercial lot within the strata scheme will NOT contribute to following items of expenditure contained in the Strata Company levy budget:
 - (a) Lift maintenance for the lifts and the common property lifts structure contained within the strata plan pertaining to the use of the residential Lots 1 to 153 inclusive.
 - (b) The common property area and structure contained within mezzanine level to the fifteenth floor level inclusive on the strata plan pertaining to the use of the residential Lots 1 to 153 inclusive.

(c) The common property stairs contained within the basement level on the strata plan pertaining to the use of the residential Lots 1 to 153 inclusive.

(d) The common property stairs and fire escape contained within the ground floor level on the strata plan pertaining to the use of the residential Lots 1 to 153 inclusive.

3. In accordance with section 42B of the Act the method of assessing contributions to be levied on the lot proprietors under section 36 of Act are varied in that if any common service supplied to a lot the use of which is to be regulated by sub-meters, and the consumption cost of the common service will not be determined by the unit entitlement that each lot bears in relation to the aggregate unit entitlement for the total lots in the scheme, but will be levied on the following basis; that is :-

(a) the Strata Company shall arrange the periodic reading of all sub-meters to ascertain the amount of each particular service consumed by each lot, and;

(b) the Strata Company will calculate the consumption cost of each particular service to each lot, for the purpose of payment to the provider, and

(c) the Strata Company shall levy each lot proprietor the amount of money required to pay for each lots share of the service consumed in the scheme, and,

(d) such an amount referred to in item (c) of this by-law will be payable by each lot proprietor upon the terms set out in the notice of account by the Strata Company.

4 All other levy contributions payable by the lot proprietors for the insurance including public liability and workers compensation, and other matters, as decided by the Strata Company will be assessed by the payment of the Strata Company levy by the Individual strata lot proprietors apportioned on the basis that the unit entitlement of the Individual strata lot bears in relation to the aggregate unit entitlement of all lots.

22. Rights of exclusive use and enjoyment over certain portions of the common property.

In accordance with Section 42 (8) to the Strata Titles Act 1985 as amended, each lot proprietor shall be granted exclusive use of the common property areas that are indicated on the plan attached hereto and marked Annexure 2, as follows :-

Lot 5 shall have exclusive use of the area marked area EX 5.
Lot 6 shall have exclusive use of the area marked area EX 6.
Lot 7 shall have exclusive use of the area marked area EX 7.
Lot 8 shall have exclusive use of the area marked area EX 8.

Lot 9 shall have exclusive use of the area marked area EX 9.
Lot 10 shall have exclusive use of the area marked area EX 10.
Lot 11 shall have exclusive use of the area marked area EX 11.
Lot 12 shall have exclusive use of the area marked area EX 12.
Lot 13 shall have exclusive use of the area marked area EX 13.

Lot 19 shall have exclusive use of the area marked area EX 19
Lot 20 shall have exclusive use of the area marked area EX 20
Lot 21 shall have exclusive use of the area marked area EX 21
Lot 22 shall have exclusive use of the area marked area EX 22
Lot 23 shall have exclusive use of the area marked area EX 23

Lot 29 shall have exclusive use of the area marked area EX 29
Lot 30 shall have exclusive use of the area marked area EX 30
Lot 31 shall have exclusive use of the area marked area EX 31
Lot 32 shall have exclusive use of the area marked area EX 32
Lot 33 shall have exclusive use of the area marked area EX 33

Lot 39 shall have exclusive use of the area marked area EX 39
Lot 40 shall have exclusive use of the area marked area EX 40
Lot 41 shall have exclusive use of the area marked area EX 41
Lot 42 shall have exclusive use of the area marked area EX 42
Lot 43 shall have exclusive use of the area marked area EX 43

Lot 49 shall have exclusive use of the area marked area EX 49
 Lot 50 shall have exclusive use of the area marked area EX 50
 Lot 51 shall have exclusive use of the area marked area EX 51
 Lot 52 shall have exclusive use of the area marked area EX 52
 Lot 53 shall have exclusive use of the area marked area EX 53

Lot 59 shall have exclusive use of the area marked area EX 59
 Lot 60 shall have exclusive use of the area marked area EX 60
 Lot 61 shall have exclusive use of the area marked area EX 61
 Lot 62 shall have exclusive use of the area marked area EX 62
 Lot 63 shall have exclusive use of the area marked area EX 63

Lot 69 shall have exclusive use of the area marked area EX 69
 Lot 70 shall have exclusive use of the area marked area EX 70
 Lot 71 shall have exclusive use of the area marked area EX 71
 Lot 72 shall have exclusive use of the area marked area EX 72
 Lot 73 shall have exclusive use of the area marked area EX 73

Lot 79 shall have exclusive use of the area marked area EX 79
 Lot 80 shall have exclusive use of the area marked area EX 80
 Lot 81 shall have exclusive use of the area marked area EX 81
 Lot 82 shall have exclusive use of the area marked area EX 82
 Lot 83 shall have exclusive use of the area marked area EX 83

Lot 89 shall have exclusive use of the area marked area EX 89
 Lot 90 shall have exclusive use of the area marked area EX 90
 Lot 91 shall have exclusive use of the area marked area EX 91
 Lot 92 shall have exclusive use of the area marked area EX 92
 Lot 93 shall have exclusive use of the area marked area EX 93

Lot 99 shall have exclusive use of the area marked area EX 99
 Lot 100 shall have exclusive use of the area marked area EX 100
 Lot 101 shall have exclusive use of the area marked area EX 101
 Lot 102 shall have exclusive use of the area marked area EX 102
 Lot 103 shall have exclusive use of the area marked area EX 103

Lot 109 shall have exclusive use of the area marked area EX 109
 Lot 110 shall have exclusive use of the area marked area EX 110
 Lot 111 shall have exclusive use of the area marked area EX 111
 Lot 112 shall have exclusive use of the area marked area EX 112
 Lot 113 shall have exclusive use of the area marked area EX 113

Lot 119 shall have exclusive use of the area marked area EX 119
 Lot 120 shall have exclusive use of the area marked area EX 120
 Lot 121 shall have exclusive use of the area marked area EX 121
 Lot 122 shall have exclusive use of the area marked area EX 122
 Lot 123 shall have exclusive use of the area marked area EX 123

Lot 129 shall have exclusive use of the area marked area EX 129
 Lot 130 shall have exclusive use of the area marked area EX 130
 Lot 131 shall have exclusive use of the area marked area EX 131
 Lot 132 shall have exclusive use of the area marked area EX 132
 Lot 133 shall have exclusive use of the area marked area EX 133

Lot 139 shall have exclusive use of the area marked area EX 139
 Lot 140 shall have exclusive use of the area marked area EX 140
 Lot 141 shall have exclusive use of the area marked area EX 141
 Lot 142 shall have exclusive use of the area marked area EX 142
 Lot 143 shall have exclusive use of the area marked area EX 143

Lot 148 shall have exclusive use of the area marked area EX 148
 Lot 149 shall have exclusive use of the area marked area EX 149
 Lot 150 shall have exclusive use of the area marked area EX 150
 Lot 151 shall have exclusive use of the area marked area EX 151
 Lot 152 shall have exclusive use of the area marked area EX 152

Lot 4 shall have exclusive use of the area marked area EX 4.

23. Installation of machinery & air-conditioning.

No proprietor or occupier will install any machinery or air-conditioning plant within any lot within the strata scheme, so that part of that machinery or plant projects into common property without obtaining prior approval, in writing, for such installation from the Council of the Strata Company.

24. Air conditioning operating costs.

The costs of maintenance, operation, insurance, repair and replacement of the individual air conditioning plants contained within the building shall be the responsibility of the registered proprietor of the strata lot to which the air conditioning plant relates.

25. Exclusive use rights over common property relative to air conditioning plant & any machinery installation.

In accordance with Section 42(8) of the Act rights of exclusive use and enjoyment over that volume of common property occupied by any air conditioning plant and any machinery that services and relates to the air conditioning of an individual strata lot within the strata scheme, are granted to the registered proprietor of the strata lot to which the air conditioning plant or machinery relates;

and further-

any costs of any damage repairs or replacements to any part of the common property that may become necessary, due to the repair, maintenance or replacement of any air conditioning plant or machinery for which a registered proprietor is responsible shall be the responsibility of that registered proprietor.

26. Access to common property for maintenance of air conditioning plant & any machinery installation.

A lot proprietor shall have access to the areas of common property external to the strata lots contained within the strata scheme, at all times, subject to the By-Laws for the maintenance, repair or replacement of any machinery or building repair that may be required in respect to any air conditioning plant or machinery installation that is the responsibility of a registered proprietor, provided that the registered proprietor has first given reasonable notice to that effect, verbally or in writing, to the Strata Company that such access is required.

27. Signage.

No sign or hoarding will be erected, installed or painted on any building, any part of the parcel or within the boundary of any lot so as to be visible from outside the lot contained within the strata scheme without the prior written consent of the Strata Council; and a proprietor, occupier or other tenant of a lot shall not, except with the consent in writing of the Strata Council;

- (a) erect any display, promotional material or display on any part of the common property without first obtaining written permission from the Strata Council or the duly appointed strata company manager; or
- (b) display any sign, advertising, placard, banner, pamphlet or like matter on any external part of his lot without first obtaining written permission from the Strata Council or the duly appointed strata company manager.

28. Floor Coverings.

A proprietor or occupier of a lot shall take all reasonable steps to reduce impact noise throughout the area of the lot of which they are the proprietor and will install floor coverings that comprises carpet on a thick underlay to ensure compliance with the Impact Isolation of footfall noise, and shall not install any other form of upper surface floor covering without submitting plans and specifications thereof to the strata company and obtaining approval of the strata company in writing.

29. Penetration of walls.

A proprietor or occupier of a lot will not penetrate the bounding walls of the lot as the walls have a one hour fire rating and a acoustic performance rating as required by the City of Perth.

30. Amendments to Schedule 1 of the by-laws of the Strata Company.

The Strata Company by-laws comprising Schedule 1 may only be amended, repealed or added to by a resolution without dissent of the Strata Company, in accordance with the Act together with the approval of the local government authority and/or the Western Australian Planning Commission, if required.

31. Amendments to Schedule 2 of the by-laws of the Strata Company.

The Strata Company by-laws comprising Schedule 2 may only be amended, repealed or added to by special resolution of the Strata Company, in accordance with the Act together with the approval of the local government authority and/or the Western Australian Planning Commission, if required.

STRATA COMPANY BY-LAWS

SCHEDULE 2

1. Use of lots.

No lot may be used for any purpose that contravenes any by-law of the Strata Company or requirement or by-law of the local government authority and any other authority that may have jurisdiction over the use to which a lot may be put.

2. Behaviour of proprietors, occupiers and tenants within the scheme.

A proprietor, occupier or tenant of a lot shall not:-

- (a) use any lot or part of the common property for any purpose which may be a breach of any Strata Company by-law applying to the scheme, any local government authority regulation or by-law, or any other government and regulating authority law;
- (b) use the lot that he or she owns, occupies, leases or rents for any purpose that may be illegal or injurious to the reputation of the scheme;
- (c) use any part of the common property for any purpose which may be unclean;
- (d) obstruct lawful use of common 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 to any person lawfully using the same;
- (e) park or stand any motor or other vehicle upon common property, except with the approval of the Strata Company, other than in areas set aside for such use and allocated to that proprietor;
- (f) use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle other than within those areas set aside for such use as may be allocated from time to time by the Strata Company;
- (g) 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, strata lot, any part of the common property or any part of the scheme;
- (h) use any facility or utility situated within common property for any purpose other than that for which it is specifically intended;
- (i) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or tenant of another lot or of any person lawfully using the common property;
- (j) make undue noise in or about any lot or common property that contravenes any regulation, by-law or statute of the local government authority or any other government or regulating authority law;
- (k) keep any animals on the lot that he or she owns, occupies, leases or rents or the common property after notice in that behalf given him or her by the Council;
- (l) permit any child of whom he or she has control to play upon common property within the scheme, or unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising an access road, car parking area or other area of possible danger or hazard to children;

- (m) use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier or tenant of another lot or to any person lawfully using common property and shall be adequately clothed when upon common property.
- (n) use or store on the lot or upon the common property any inflammable chemicals, liquid or gas or other inflammable material, other than a fuel tank of a motor vehicle or internal combustion engine;
- (o) alter the structure of the lot or gas, electrical, water or sewerage installation except as may be permitted and provided for under the Act and by-laws, before commencement of the alteration;

3. Use of common property.

Except with the approval of the Strata Company, a proprietor, occupier, or tenant of a lot shall not -

- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- (b) use any portion of the common property for his or her own purposes.

4. Alterations to common property.

The facilities, amenities, services and common property included in the construction plans and building specification approved by the local government authority will not be changed or altered in any manner so as to delete any item aforesaid from the scheme without a majority resolution and the Strata Company will ensure that all such facilities, amenities, services and common property are properly maintained and where necessary replaced should their proper function be beyond repair.

5. Damage to common property.

Should any damage whatsoever be caused to any part of the common property by any proprietor, its tenants, servants, agents, invitees, licensees or contractors then that proprietor shall be solely responsible for the costs of making good such damage.

6. Instructing of contractors by proprietors.

A proprietor shall not directly instruct any contractors or workmen employed by the Strata Company unless so authorised. Any proprietor instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall be further personally responsible for the cost of removing or altering any such work which the Strata Company deems unsatisfactory.

7. Costs of making good any damage.

If the Strata Company expends money to make good damage caused by a breach of the Act or of the by-laws by any proprietor or his or her tenants, servants, agents, invitees or licensees the Strata Company shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor who was the proprietor of the lot at the time when the breach occurred.

8. Weight loads to floors.

A proprietor, occupier or tenant of a lot shall not do any act or thing or permit any person to do any act or thing which might result in excessive stress or floor loading to any part of his or her lot or the common property and, without limitation, not allow a weight loading on any part of his or her lot of more than that specified in the engineer's specifications for that lot.

9. Appearance of the lot.

A proprietor, occupier or tenant of a lot shall maintain the appearance of the lot in such a manner that it is in keeping with the appearance of the other lots within the scheme in respect to tidiness and landscaping contained within the lot and shall not:-

- (a) display any sign, advertising, placard, banner, pamphlet or like matter on any external part of his or her lot;
- (b) maintain within the lot anything visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the building;

- (c) permit any tree, shrub or other plant contained within his or her lot, external to the building to exceed a height of 4 metres or grow in a manner such that it restricts the outlook from any other lot or encroaches into any other lot.

10. Maintenance of services and parts of the building contained within a lot.

The cost of any maintenance, repair or replacement of any part of the building, sewerage plumbing, water supply pipes, gas piping, electrical supply wiring and any other service supply contained within the boundaries of the individual lot, beyond any common supply connection point contained within the parcel shall be the sole responsibility of the registered proprietor of the lot to which such maintenance, repair or replacement is required.

11. Maintenance and repair of dividing fences or walls.

It is the responsibility of each registered proprietor to ensure that any dividing fence or wall between their relevant lot and any other lot is properly maintained and repaired as the need may arise and any costs incurred shall be the responsibility of the registered proprietors of the lots to which the fence relates and such costs will be divided between the registered proprietors of the lots concerned in accordance with the Dividing Fences Act. 1961, as amended.

12. Blockage of drainage pipes.

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his or her own actions or those of his or her tenants servants agents invitees or licensees.

13. Water leakage to other lots or common property.

- (a) It is the responsibility of the registered proprietor or occupier of a lot to ensure that all wet areas, such as bathrooms, en-suites, toilets, laundries, kitchens and balconies, contained within the lot or lots of which they are the registered proprietor or occupier are maintained in a proper sealed manner so as to prevent the leakage, seepage or transference of any water or other liquid to any part of the common property, other than waste pipes provided for the disposal of such water or liquid, or to any other lot or part of the building.
- (b) Should any leakage, seepage or transference of any water or liquid from the wet areas of a lot or lots to another lot or lots, any part of the common property or the building occur it is the responsibility of the registered proprietor to rectify such leakage, seepage or transference of such water or liquid and the cost of such rectification shall be the responsibility of the registered proprietor of the lot or lots from which the leakage, seepage or transference has occurred.
- (c) Should any leakage, seepage or transference of any water or liquid from the wet areas of a lot or lots to another lot or lots, any part of the common property or the building occur the Strata Company shall give notice, in writing, to the registered proprietor of the lot or lots from which the leakage, seepage or transference originates to rectify such leakage, seepage or transference.
- (d) Should the registered proprietor of the offending lot or lots not, within a time specified by the Strata Company for the rectification to be carried out carry out such works as may be required then the Strata Company may in accordance with section 38 and 39 to the Act employ whatever means may be necessary to rectify such leakage, seepage or transference.
- (e) Should the Strata Company take action in accordance with clause (d) of this by-law then any and all costs incurred by the Strata Company in rectifying such leakage, seepage or transference shall be payable by the registered proprietor of the offending lot or lots to the strata company and may be recovered by the Strata Company in accordance with section 38 to the Act.
- (f) Should any leakage, seepage or transference of water or liquid be found to be due to a fault or defect in any part of the common property then this by-law will have no effect other than to those powers conferred on the Strata Company pursuant to sections 38 and 39 to the Act.

14. Vermin, pest and insects.

A proprietor shall keep his or her lot clean and shall take all practicable steps to prevent infestation by vermin, pests and insects.

15. Garbage disposal.

A proprietor, occupier or tenant of a lot shall:-

- (a) maintain within his or her 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;
- (b) ensure that before refuse is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;
- (c) comply with all local government authority by-laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of the proprietor, occupier or tenant of any other lot is not adversely affected by his or her disposal of garbage.

16. Employment of the Strata Company Manager.

The Strata Company may employ the services of a Strata Company Manager for the purposes of administering the affairs of the Strata Company in respect to all of the responsibilities and obligations of the Strata Company as contained in sections 35 and 36 (1) to the Act and to also perform those other duties of the Strata Company as contained in section 36 (2) to the Act together with exercising the powers of the Strata Company in accordance with section 37 to the Act and Schedule 1 by-law 8 (2) (b), as may be required from time to time, and the Strata Company may enter into an agreement with a Strata Company Manager for these purposes.

17. The Strata Company Management Agreement.

The management agreement between the Strata Company and the Strata Company Manager will be in the same form and context, contain the same expressed meanings and terms of appointment of the Strata Company Manager as are contained in the Strata Company Management Agreement contained in the Schedule Annexure 1 hereto, that forms part of this by-law, unless varied in accordance with Schedule 2 by-law 18.

18. Variation of the Strata Company Management Agreement.

The terms, conditions, delegation of responsibilities of the duties and powers of the Strata Company contained within the Strata Company Management Agreement, specified in Schedule 2 by-law 17, may only be varied by a majority resolution of the Strata Company, an order of the Strata Titles Referee or the Supreme Court, as provided for in the Act.

19. Termination of the Strata Company Management Agreement.

The Strata Company may only terminate an agreement with a Strata Company Manager by a majority resolution passed at a duly convened general meeting of the Strata Company and must have prior to such majority resolution to terminate such agreement have resolved by a majority at a duly convened general meeting of the Strata Company to enter into a further agreement with another Strata Company Manager that shall contain the same terms, conditions, delegation of responsibilities, duties and powers of the Strata Company as where contained in the previous Strata Company Management Agreement, unless varied in accordance with Schedule 2 by-law 18.

SCHEDULE TO THE BY-LAWS

ANNEXURE 1

STRATA COMPANY MANAGEMENT AGREEMENT

STRATA COMPANY BY-LAW SCHEDULE 2 NUMBER 17.

SEE OVER

THE OWNERS OF PARAGON CBD STRATA PLAN NO _____.

("Strata Company")

and

WESTPOINT REALTY PTY LTD

("Manager")

STRATA COMPANY MANAGEMENT AGREEMENT

THIS DEED is made the _____ day of _____ 2001

BETWEEN

THE OWNERS OF PARAGON CBD STRATA PLAN NUMBER 39886 of 160 St Georges Terrace, Perth, Western Australia
("Strata Company")

and

("Manager")

RECITALS:

- A. The Strata Company has resolved to appoint the Manager its managing agent and to delegate to the Manager the powers, authorities, duties and functions set out in this deed and varied from time to time.
- B. The Manager has agreed to accept appointment as managing agent on the terms and conditions of this deed.

THE PARTIES COVENANT AND AGREE:

1. Appointment of Manager

- (a) The Strata Company appoints the Manager its managing agent for a term of 5 years from the date of execution of this deed on the terms and conditions of this deed.
- (b) Either the Strata Company or the Manager may terminate this deed at any time under clause 8 of this deed.

2. Duties of Manager

In consideration of the Strata Company agreeing to pay the Manager the management fee under clause 3 of this deed, the Manager agrees to:

- (a) perform the duties specified in the schedule to this deed; and
- (b) exercise all of the powers, authorities, duties and functions of the Strata Company, its Council, and of the Chairman, Secretary and Treasurer of the Strata Company which are hereby delegated to the Manager, except for any power, authority, duty or function to:
 - (i) further delegate powers, authorities, duties and functions;
 - (ii) make a determination regarding contributions to the administrative or sinking funds of the Strata Company; or
 - (iii) levy contributions under the provisions of the Strata Titles Act 1985.

3. Management Fee

- (a) Until the termination of this deed and in consideration of the Manager performing its duties under this deed, the Strata Company agrees to pay the Manager the management fee specified in the schedule to this deed by equal monthly instalments in arrears on the first day of each month with the first instalment due on the 30th day after the execution of this deed.
- (b) In addition to the management fee, the Strata Company shall also pay to the Manager on demand all of the Manager's disbursements in carrying out the Manager's duties under this deed, including but not limited to such items as printing, stationery, telephone, photocopies, computer fees, postage, bank charges, audit fees.
- (c) The management fee shall be reviewed annually on each anniversary of the date of this deed and shall be the maximum fees permitted by the Real Estate Institute of Western Australia Inc. for managing agents' fees.

4. Investment of excess funds

The Manager has full power and authority to determine whether any funds of the Strata Company are in excess of the Strata Company's immediate requirements from time to time and if so, to invest those funds into any form of investment authorised by the Strata Titles Act 1985 except that such investment shall be in the name of the Strata Company and shall be operated solely by the Manager.

5. Termination

- (a) The Strata Company may, without prejudice to any other rights it may have, terminate this deed on the occurrence of any of the following events:
 - (i) the Manager is in breach of the provisions of the Strata Titles Act 1985 or the terms of this deed for 14 days after the Strata Company has given the Manager notice of such breach and requiring the breach to be remedied;
 - (ii) the Manager is declared bankrupt or enters into an arrangement with creditors; or
 - (iii) the Manager is wound up or is presented with a petition for its winding up or resolves to go into liquidation or enters in to a scheme of arrangement.
- (b) The Agent may, without prejudice to any other rights it may have, terminate this deed on the occurrence of any of the following events:
 - (i) the Strata Company fails to pay the Manager the management fee for 14 days after the Manager has given the Strata Company notice of its default and requiring the default to be remedied;
 - (ii) the Strata Company, by its actions or omissions prevents the Manager from carrying out any of the Manager's duties under this deed; or
 - (iii) the Strata Company is dissolved pursuant to the Strata Titles Act 1985.

6. Additional powers to disburse funds

Subject to the Strata Titles Act 1985, the Manager has full power and authority to disburse funds of the Strata Company for the purpose of:

- (a) carrying out the Manager's duties;
- (b) paying monies in accordance with a budget approved by the Strata Company;
- (c) paying insurance premiums;
- (d) paying sums required for the repair and maintenance of common property or personal property pursuant to the Strata Titles Act 1985;
- (e) giving effect to clause 4 of this deed;
- (f) paying audit and accountants fees; or
- (g) paying all other day to day expenses incurred by the Strata Company.

7. Indemnity

The Strata Company will indemnify the Manager for all costs and expenses (including legal costs) properly incurred in carrying out the Manager's duties under this deed or as instructed by the Strata Company.

8. Service of Notices

Any notices required to be served on a party to this deed shall be served at the address of that party specified in this deed, or at an address notified by that party in writing to the other party.

SCHEDULE

1. Management fee

The fee prescribed from time to time pursuant to the regulations of the Real Estate and Business Agents Act 1978

2. Manager's duties

- (a) exercise and perform all the powers and duties of the secretary and the treasurer specified in by laws 9 and 10 of Schedule 1 of the Strata Titles Act;

- (b) arrange normal day to day maintenance, repair and replacement of the common property and personal property vested in the Strata Company;
- (c) regularly inspect the building and other common property;
- (d) arrange and attend the annual general meeting of the Strata Company;
- (e) act as chairman of any meeting of the Strata Company or its Council;
- (f) effect and maintain all insurances required to be effected by the Strata Titles Act 1985 and make necessary insurance claims;
- (g) keep any wage, income tax or other records required by any law from time to time in respect of any employees or contractors of the Strata Company and complete and submit any returns in respect thereof;
- (h) arrange for the preparation and submission of income tax returns on behalf of the Strata Company and accept appointment as the public officer of the Strata Company;
- (i) disburse monies in accordance with the Strata Titles Act and the terms of this deed;
- (j) maintain the records of the Strata Company required by law;
- (k) prepare such budgets and reports as are required by law and keep all records necessary to facilitate such preparation;
- (l) provide, so far as is reasonable, general advice and assistance to the Strata Company and the members of its Council;
- (m) take possession of and care for the records and documents of the Strata Company;
- (n) implement credit control procedures in respect of levies and contributions and effect recovery procedures;
- (o) have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by the terms of this deed;
- (p) make applications and submissions to the Strata Titles Registrar and local government authorities where necessary;
- (q) attend any hearing conducted by a Strata Titles Referee or any Tribunal or Court;
- (r) instruct solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;
- (s) arrange extraordinary maintenance, repair and replacement of the common property and personal property vested in the Strata Company;
- (t) work with architects, engineers, surveyors and builders in relation to any work carried out by the Manager pursuant to this deed.

THE COMMON SEAL of THE OWNERS OF PARAGON CBD
STRATA PLAN NO 39886 was hereunto affixed
on _____ in the presence of:

Council member

Council member

THE COMMON SEAL of)
was hereunto affixed in accordance with)
its Constitution in the presence of:)

Director

Director/Secretary

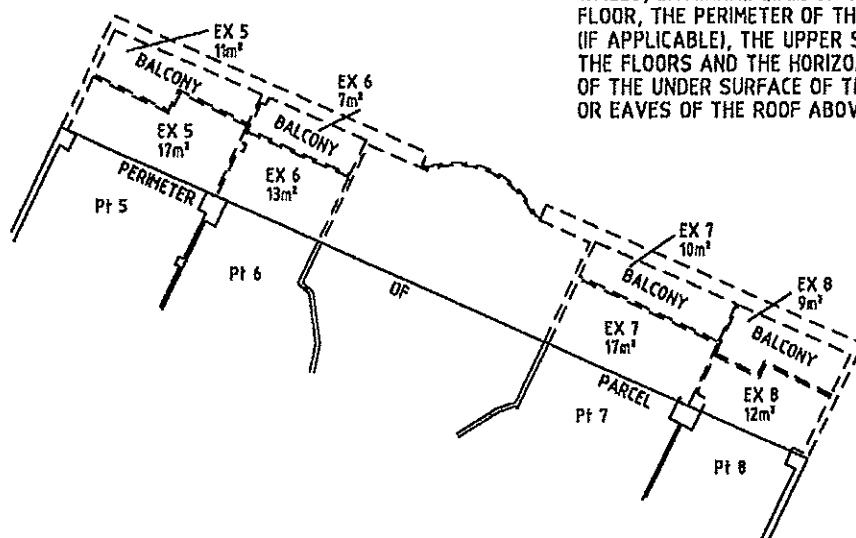
SCHEDULE TO THE BY-LAWS

ANNEXURE 2

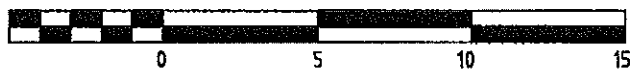
EXCLUSIVE USE SKETCHES

SEE OVER

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS DESIGNATED "BALCONY" ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, EXTERNAL EDGE OF THE BALCONY FLOOR, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOORS AND THE HORIZONTAL PROJECTION OF THE UNDER SURFACE OF THE BALCONY OR EAVES OF THE ROOF ABOVE.



MEZZANINE LEVEL
EXCLUSIVE USE PLAN
SCALE 1:200



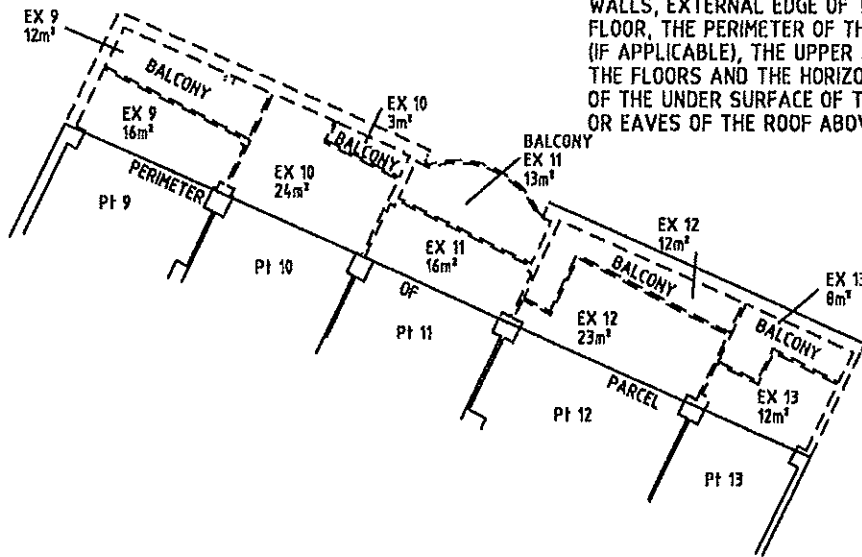
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 2 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

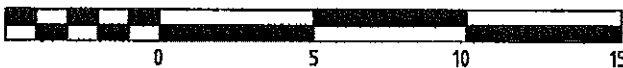
THE BOUNDARIES OF THE EXCLUSIVE USE AREAS DESIGNATED "BALCONY" ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, EXTERNAL EDGE OF THE BALCONY FLOOR, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOORS AND THE HORIZONTAL PROJECTION OF THE UNDER SURFACE OF THE BALCONY OR EAVES OF THE ROOF ABOVE.



UPPER MEZZANINE LEVEL

EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

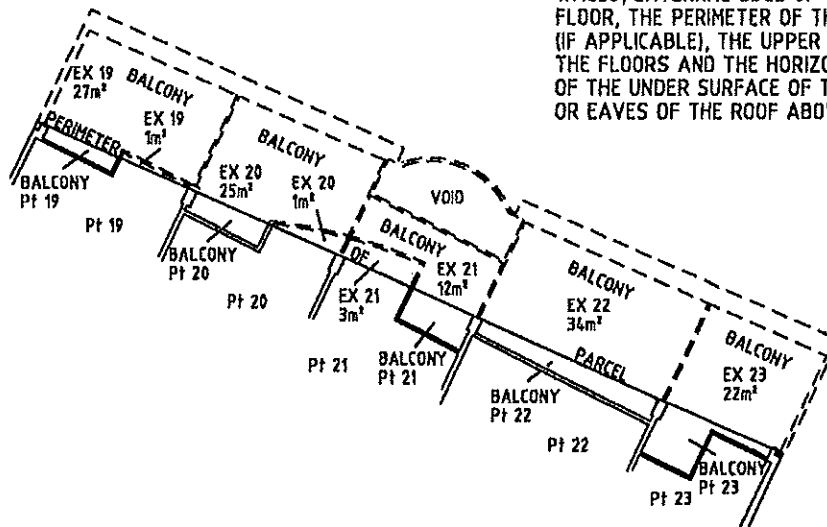
PROJECT: PARAGON CBD
DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 3 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS DESIGNATED "BALCONY" ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, EXTERNAL EDGE OF THE BALCONY FLOOR, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOORS AND THE HORIZONTAL PROJECTION OF THE UNDER SURFACE OF THE BALCONY OR EAVES OF THE ROOF ABOVE.



FIRST FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

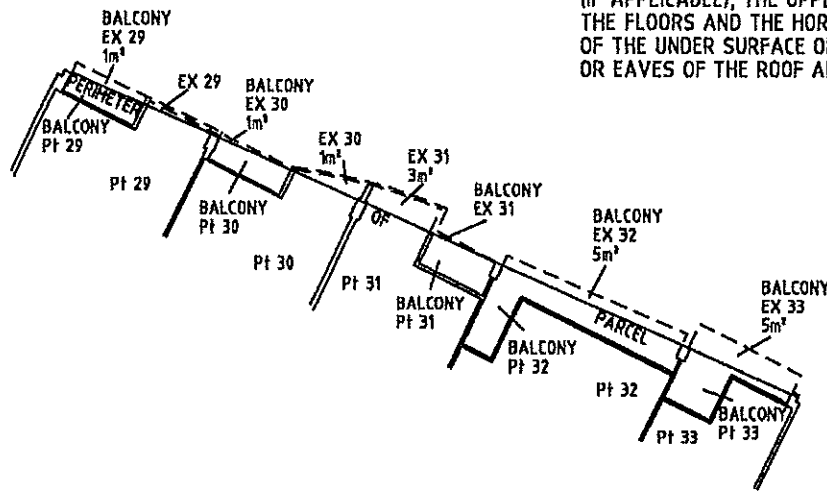
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 4 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS DESIGNATED "BALCONY" ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, EXTERNAL EDGE OF THE BALCONY FLOOR, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOORS AND THE HORIZONTAL PROJECTION OF THE UNDER SURFACE OF THE BALCONY OR EAVES OF THE ROOF ABOVE.



SECOND FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

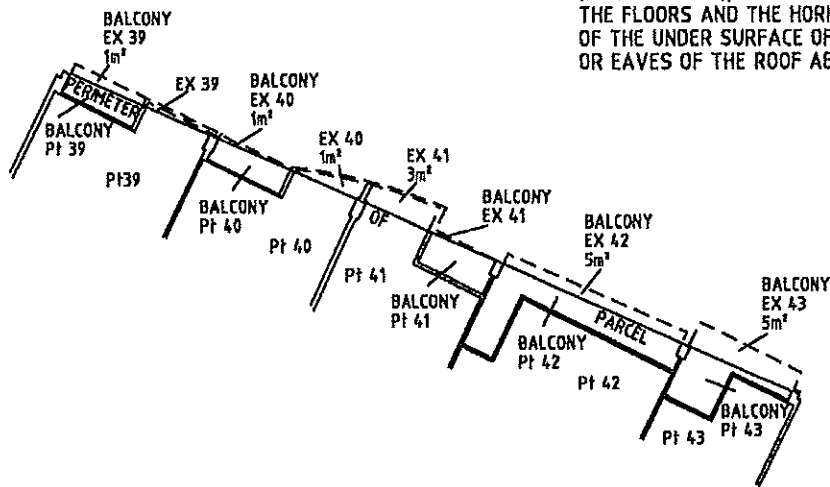
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 5 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS DESIGNATED "BALCONY" ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, EXTERNAL EDGE OF THE BALCONY FLOOR, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOORS AND THE HORIZONTAL PROJECTION OF THE UNDER SURFACE OF THE BALCONY OR EAVES OF THE ROOF ABOVE.



THIRD FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finldc@wantree.com.au

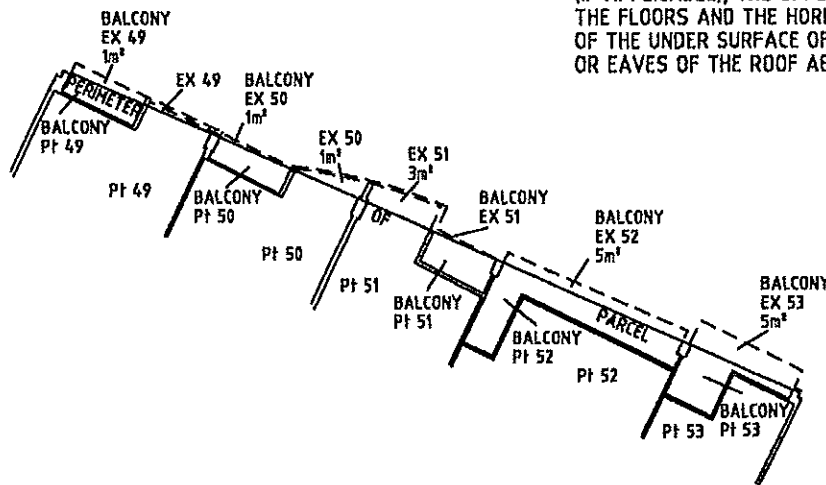
PROJECT: PARAGON CBD
DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 6 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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FOURTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

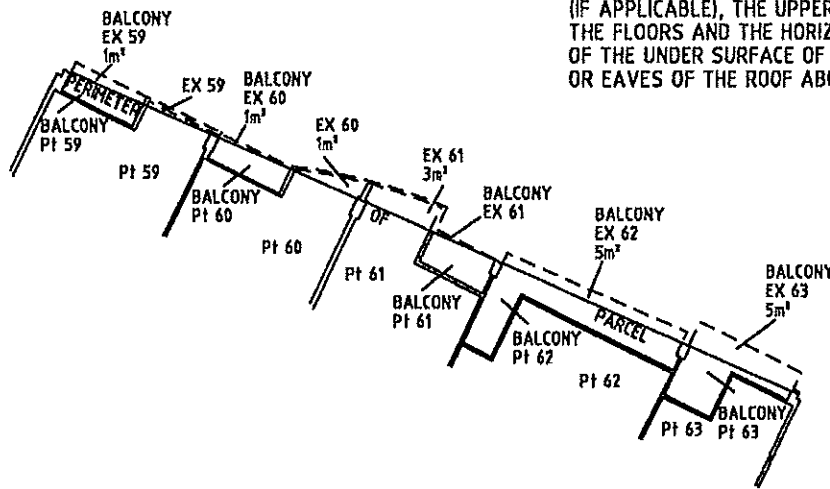
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 7 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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FIFTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

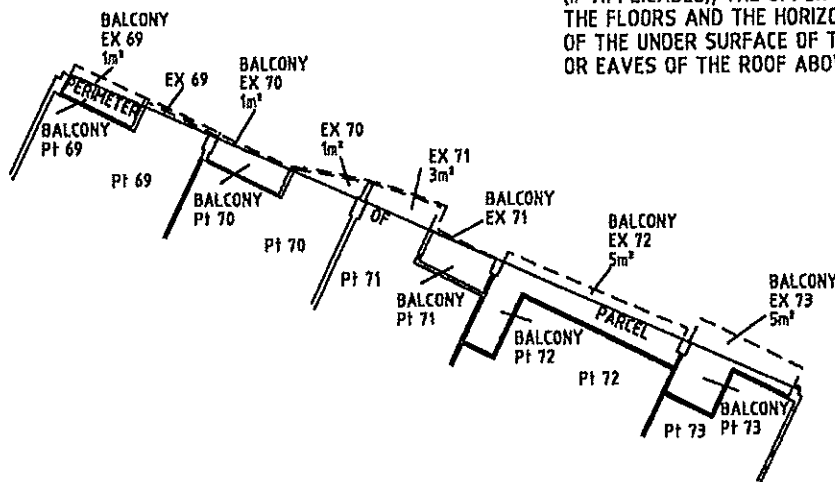
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PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

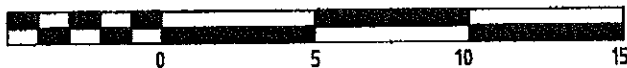
Sheet 8 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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SIXTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

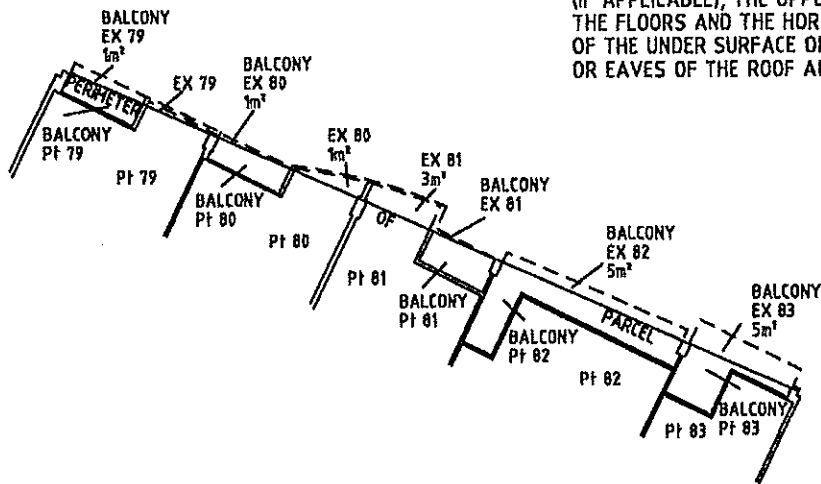
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

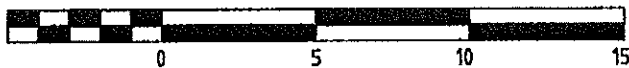
Sheet 9 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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SEVENTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
findc@wantree.com.au

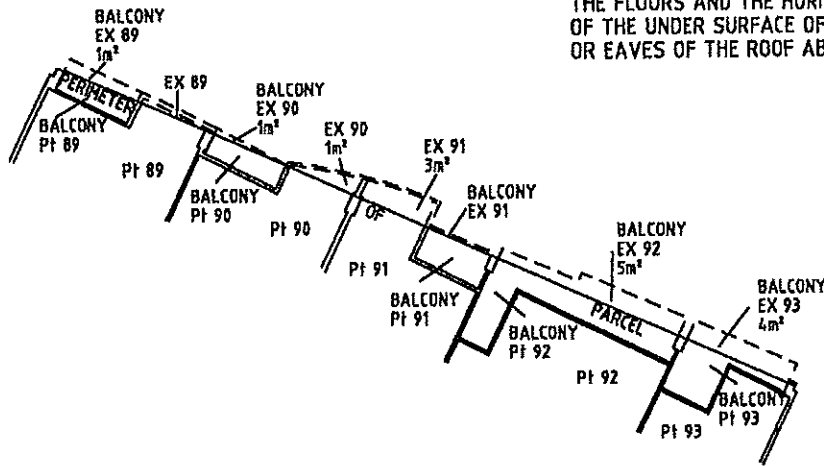
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PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

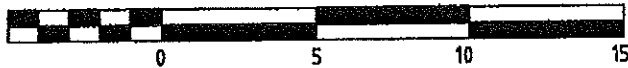
Sheet 10 of 17

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EIGHTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email: finlde@wantree.com.au

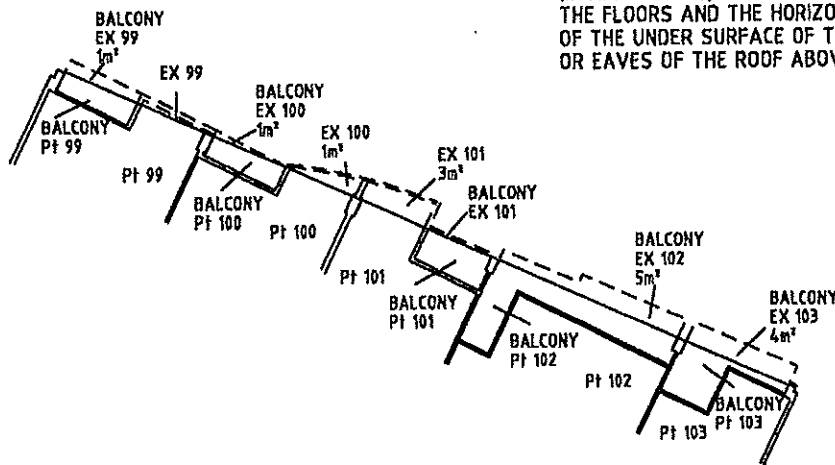
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OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 11 of 17

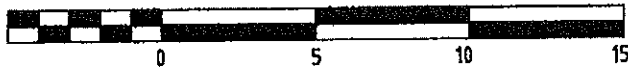
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NINTH FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

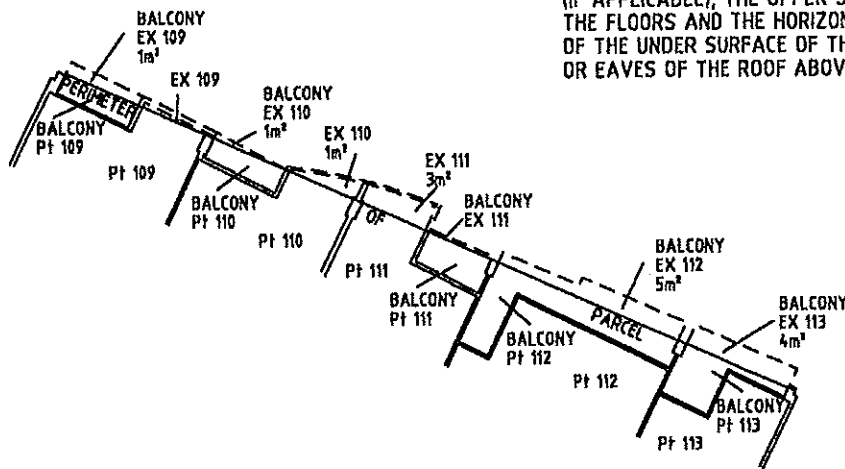
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OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 12 of 17

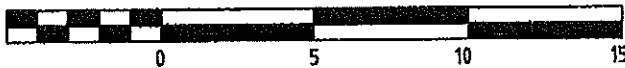
THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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TENTH FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finltdc@wanfree.com.au

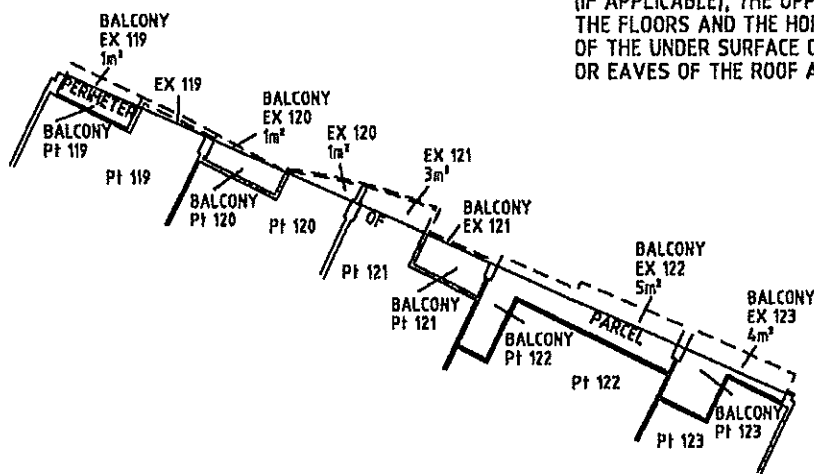
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 13 of 17

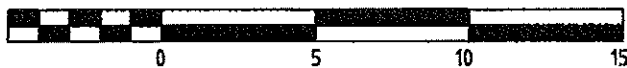
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ELEVENTH FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wanfree.com.au

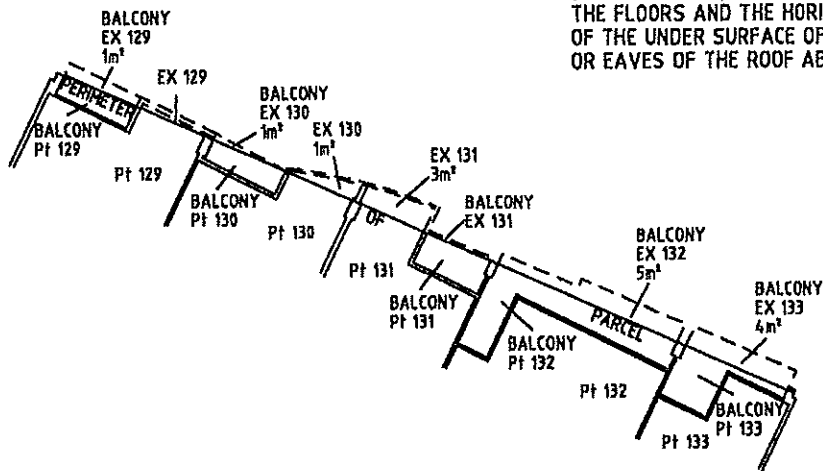
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PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 14 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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TWELFTH FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

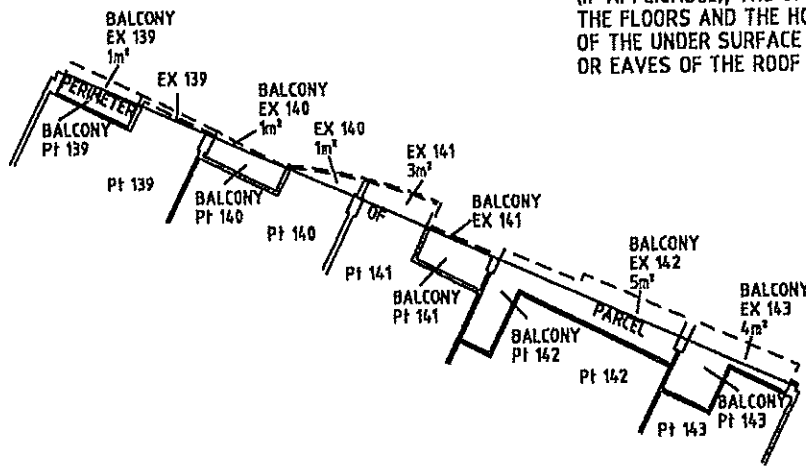
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PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

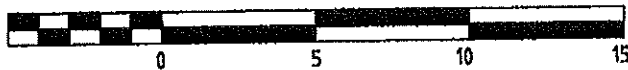
Sheet 15 of 17

THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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THIRTEENTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wanfree.com.au

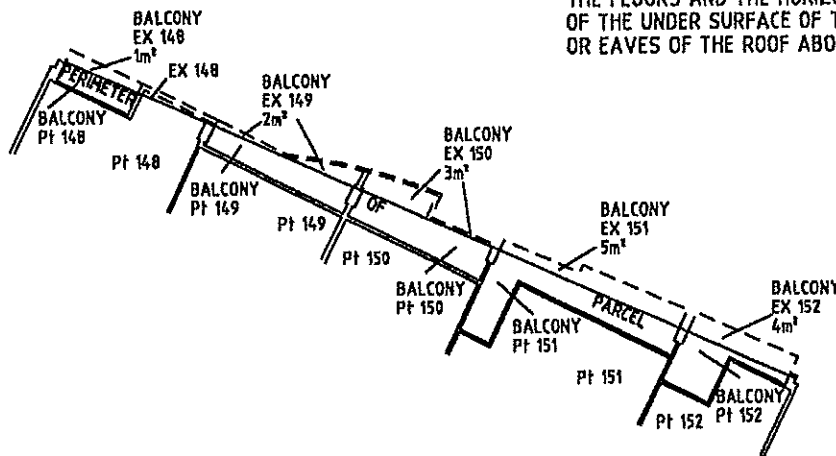
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 16 of 17

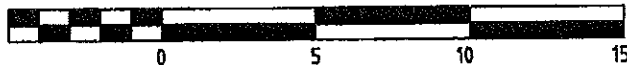
THE BOUNDARIES OF THE EXCLUSIVE USE AREAS WHICH ARE BUILDINGS SHOWN ON THE PLAN ARE THE INNER SURFACE OF THE WALLS, THE PERIMETER OF THE PARCEL (IF APPLICABLE), THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

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FOURTEENTH FLOOR
EXCLUSIVE USE PLAN

SCALE 1:200



PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finldc@wantree.com.au

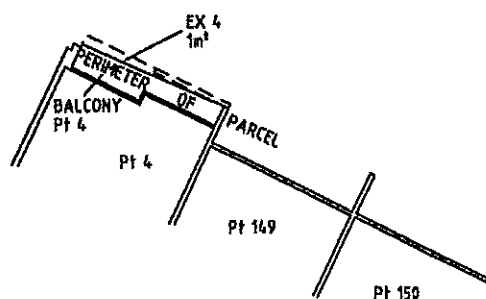
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DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

Sheet 17 of 17

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FIFTEENTH FLOOR
EXCLUSIVE USE PLAN
SCALE 1:200

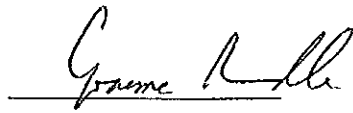


PO BOX 20
JOONDALUP WA 6919
Phone: (08)9300 1956
Fax: (08)9300 0656
Email:
finlde@wantree.com.au

PROJECT: PARAGON CBD
DRAWING TITLE: EXCLUSIVE USE ALLOCATION
PRINCIPAL: WESTPOINT
SCALE: 1:200
OUR REF: W3-65

DATE: 8/05/2001
YOUR REF:

The Common Seal of the Owners of Paragon CBD
Strata Plan No 39886 was hereunto affixed
on 4TH June 2001
in the presence of:



Sole Member of the Council in accordance
with section 45 (1) to the "Act"



DS
DAU

DS
DL

INSTRUCTIONS

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

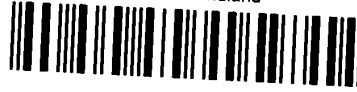
NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

N854079 AE

19 Mar 2018 08:30:00 Midland



LODGED BY BELL COURT STRATA MANAGEMENT

PO BOX 7099

ADDRESS SHENTON PARK WA 6008

PHONE No. 9382 7700

FAX No. 9382 7799

REFERENCE No.

ISSUING BOX No. 999L

PREPARED BY BELL COURT STRATA MANAGEMENT

PO BOX 7099

ADDRESS SHENTON PARK WA 6008

PHONE No. 9382 7700

FAX No. 9382 7799

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

1. Form 21 SP 39886
- 2.

17

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

10

64

Receiving Clerk

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





The Common Seal of the Owners of Paragon CBD – Strata Plan 39886 was hereunto fixed on 13 March, 2018 in the presence of-



A handwritten signature in black ink, appearing to read "P. Stokes".

Signature:

PETER STOKES

Full Name:

Member of the Council

Lot 143

A handwritten signature in black ink, appearing to read "G. Jamieson".

Signature:

GEOFF JAMIESON

Full Name:

Member of the Council

Lot 74

FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles act 1985

Section 42

The Owners of **Paragon CBD – Strata Plan 39886** hereby certifies-

That by special resolution duly passed at a meeting of the Strata Company on 13 February, 2018 - which became unconditional on 13 March, 2018, the by-laws in Schedule 2 to the Act as they applied to the Strata Company, were added to as follows-

By-Law 32 No smoking within or on the Common Property

- (a) For the purposes of this by-law
 - i) 'smoke' and 'smoking' means the practice of inhaling or ingesting the fumes from burning tobacco or any other substance by any method and includes, without limitation, smokeless substances.
 - ii) A proprietor of a lot, and a director or shareholder or a corporate owner shall be an occupier of that lot if he or she resides in the lot.
- (b) The proprietor, occupier, or other resident of a lot must not smoke, permit second hand smoke to enter another lot or common property, including exclusive use areas or within or on the common property.
- (c) Without limiting paragraph (a), the proprietor, occupier or other resident must not allow any invitee to the lot and/or to the strata complex to smoke nor permit smoking within the lot or within or on the common property.
- (d) Failure by a proprietor, occupier or other resident of a lot to comply with paragraph (a), the strata company may without notice issue a breach of by-law notice for a contravening act, and recover any associated cleaning costs and expenses incurred by the strata company as a debt from the lot proprietor.



312 Onslow Road, Shenton Park WA 6008 | PO BOX 7099 Shenton Park WA 6008
t: (08) 9382 7700 | f: (08) 9382 7799 | e: admin@bellcourt.com.au | w: bellcourt.com.au
Bellcourt Strata Management Pty Ltd | ABN 44 074 386 388 | Strata Community Australia (WA) Inc. Member
Directors: J.A. Bellerby and S.C. Bellerby

Landgate
1 Midland Square
Midland WA 6056

Dear Christina Kerwin,

RE: THE OWNERS OF PARAGON CBD
811 HAY STREET PERTH – (Lot 1-154)
STRATA PLAN: 39886
FORM 21 - AMEND

We have the authority to act on behalf of the Strata Company Paragon CBD and we would like to request Landgate to amend the document Form 21 to amend the following;

Bylaw 32 amended to Bylaw 22

Yours faithfully

A handwritten signature in black ink, appearing to read "Mike Mitchell". The signature is stylized with loops and a long horizontal stroke at the end.

Mike Mitchell
Strata Manager
For and on behalf of
The Owners of Paragon CBD

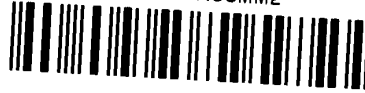
30 April, 2018

1540 DL

OFFICE USE ONLY

N237176 AE

28 Jan 2016 08:30:00 ACCMM2



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
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NOTES

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LODGED BY BELL COURT STRATA MANAGEMENT

PO BOX 7099

ADDRESS SHENTON PARK WA 6008

PHONE No. 9382 7700

FAX No. 9382 7799

REFERENCE No.

ISSUING BOX No. 999L

PREPARED BY BELL COURT STRATA MANAGEMENT

PO BOX 7099

ADDRESS SHENTON PARK WA 6008

PHONE No. 9382 7700

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1. Form 21 SP 39886

2.

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1.	Received Items
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3.	
4.	
5.	
6.	Receiving Clerk

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

Landgate



EXAMINED



The Common Seal of the Owners of **Paragon CBD – Strata Plan 39886** was hereunto fixed on 30 December, 2015 in the presence of-

M. Wenger

Signature:

MARGARET WENGER

Full Name:

Member of the Council

Lot 73

G. Jamieson

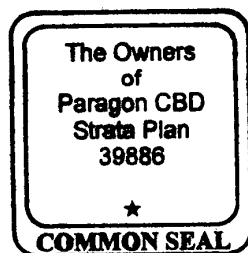
Signature:

GEOFF JAMIESON

Full Name:

Member of the Council

Lot 74



FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles act 1985

Section 42

The Owners of **Paragon CBD – Strata Plan 39886** hereby certifies-

That by resolution without dissent duly passed at a meeting of the Strata Company on 2 December, 2015 - which became unconditional on 30 December, 2015, the by-laws in Schedule 1 to the Act as they applied to the Strata Company, were added to as follows-

BY-LAW 32- Costs Incurred by the Strata Company

(1) The proprietor will be liable for any costs incurred by the strata company in consequence of a proprietor, occupier, or other resident of a lot relating to:

- a. the pursuit and recovery of monies due and owing;
- b. any default or breach of the Act or by-laws;
- c. legislative compliance;
- d. any damage caused;
- e. interest chargeable in accordance with the Act and its Regulations;
- f. the cost of engaging a solicitor on a solicitor-client basis;
- g. any third party costs; and/or
- h. any justifiable expenses of the strata manager outside of his/her normal duties as detailed in his/her agreement with the strata company;

which shall be payable on demand and if necessary, recoverable from the proprietor in a Court of the appropriate jurisdiction by the strata company as a debt.

By-Law 33 Security and Fire Safety

A proprietor will be liable for any fine incurred by the strata company where the proprietor, occupier or their invitee have directly caused or attributed to the false activation of the fire alarm, such causes include, but not limited to, burnt toast, aerosol sprays, dirty smoke and thermal detectors, workmen/cleaners, steam, cigarettes, candles, incorrect detectors installed and "Break Glass" alarm damage.


INSTRUCTIONS

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

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

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TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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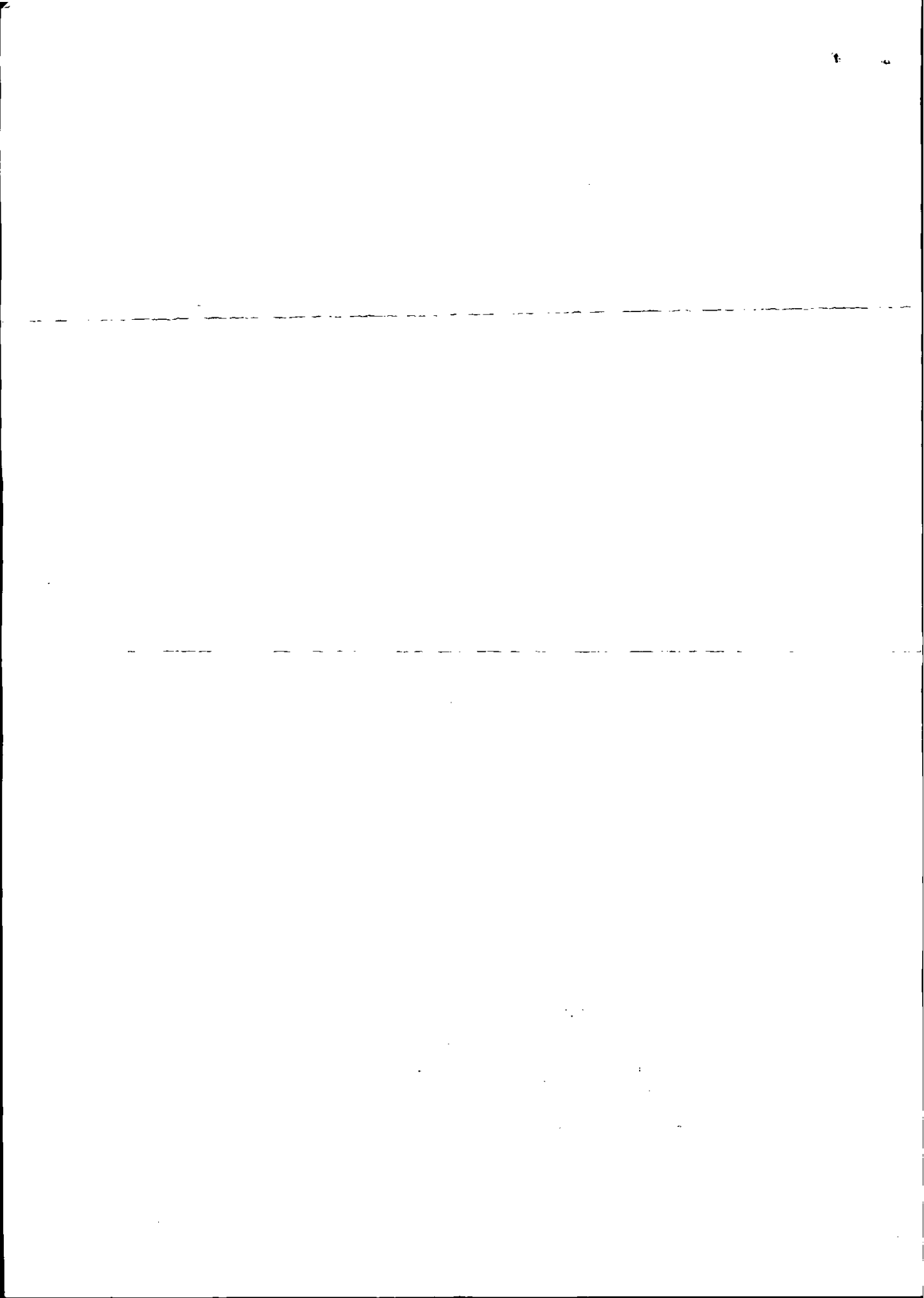
Receiving Clerk 

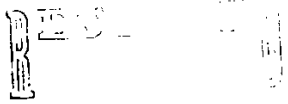
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED







**FORM 21****NOTIFICATION OF CHANGE OF BY-LAWS***Strata Titles act 1985*

Section 42

The Owners of **Paragon CBD, 813 Hay Street Perth – Strata Plan 39886** hereby certifies-

That by resolution without dissent duly passed at a meeting of the Strata Company on **Tuesday 14th September 2004** -which became unconditional on Tuesday 12th October 2004, the by-laws in Schedule 1 of the Strata Titles Act 1985 as they applied to the Strata Company, were added to as follows-

BY-LAW 20

If a proprietor fails, refuses and / or neglects to pay any contributions determined to be due and payable by the Proprietor under section 36 of the Act, the Proprietor becomes liable in respect of any legal costs, charges or expenses associated with the demand or recovery of the contributions by the Strata Company or its lawful representative jointly and severally with any person who was liable to pay the contribution

That by special resolution at a meeting of the Strata Company on **Tuesday 14th September 2004** -which became unconditional on Tuesday 12th October 2004, the by-laws in Schedule 2 of the Strata Titles Act 1985 as they applied to the Strata Company, were added to as follows-

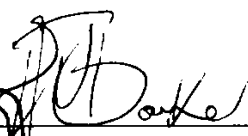
BY-LAW 21**Penalty for Breach of Bylaws**

Any person who breaches any Schedule 1 or 2 bylaw is, subject to Section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time"

The Common Seal of the Owners of **Paragon CBD, 813 Hay Street Perth – Strata Plan 39886** was hereunto fixed on
in the presence of


Member of the Council




Member of the Council

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
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4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

NOTES

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LODGED BY

Bellcourt Strata management

ADDRESS

Po Box 7099
Shenton Park, 6008

PHONE No.

9382 7700

FAX No.

9382 7799

REFERENCE No.

ISSUING BOX No.

9992

PREPARED BY

Bellcourt Strata management

ADDRESS

Po Box 7099
Shenton Park, 6008

PHONE No. 9382 7700

FAX No. 9382 7799

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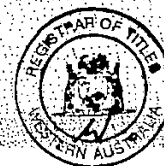
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1. _____	Received Items
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3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	HH

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

EXAMINED



SP39886

FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles act 1985

Section 42

The Owners of **Paragon CBD – Strata Plan 39886** hereby certifies-

That by resolution without dissent duly passed at a meeting of the Strata Company on Thursday, 25 November, 2010 - which became unconditional on Thursday 23 December, 2010, the Schedule 1 by-laws of the strata company be amended by resolution without dissent by deleting the existing Schedule 1 bylaw paragraph 12(3) and inserting in its place the following new Schedule 1 by-law paragraph 12(3):


“12(3) Twenty-five percent (25%) of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.”

The Common Seal of the Owners of **Paragon CBD – Strata Plan 39886** was hereunto fixed on Thursday 23 December, 2010 in the presence of-



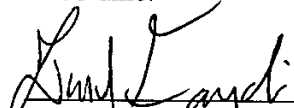
GEOFFREY ALAN JAHIESON

Full Name:


Member of the Council

ZAID AMJAD FAYDI

Full Name:


Member of the Council

STRATA TITLES ACT 1985

DAU

DL

SCHEDULES

SCHEDULE 1 & SCHEDULE 2 (s39)

Schedule 1 — Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

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.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[2. Deleted by No. 30 of 2018 s. 88.]

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.

- (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.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

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.
- (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.
- (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-bylaw (8); or
 - (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-bylaw (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-bylaw: 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.

[Clause 4 amended by No. 30 of 2018 s. 90.]

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.
- (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.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

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;
 - (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.

[Clause 6 amended by No. 30 of 2018 s. 92.]

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.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

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.

[Clause 8 amended by No. 30 of 2018 s. 94.]

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.

[Clause 9 amended by No. 30 of 2018 s. 95.]

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.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[11-15. Deleted by No. 30 of 2018 s. 97.]

Schedule 2 — Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

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.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

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.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

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.

[Clause 3 amended by No. 30 of 2018 s. 101.]

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.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[5. Deleted by No. 30 of 2018 s. 103.]

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.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

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.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

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.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

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.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

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.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

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;
- (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.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

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.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

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.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

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.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Form 804 Attachment 3: Latest Strata AGM Minutes

The Owners of Paragon CBD
Strata Plan 39886
MINUTES OF THE ANNUAL GENERAL MEETING
HELD AT OAKS HOTEL PERTH, 305 MURRAY ST
ON 22ND JANUARY 2024

PRELIMINARY MATTERS





1. Attendance & apologies

Owners & Proxy Holders in Attendance

Name

Lot

David Tuckey

4, 6, 19, 27, 36, 54, 82,
83, 85, 86, 118, 140,
146, 148

Mosh & Shirley Zukarel

5

Geoff Jamieson

9, 12, 16, 23, 28, 29 33,
39, 41, 43, 46, 51, 52,
53, 58, 61, 62, 63, 68,
69, 71 72, 74, 75, 84,
87, 88, 91, 93, 94, 95,
98, 99, 104, 111, 128,
138, 139, 145, 149, 154

Melanie Dela Cruz

20

David Kennedy

21

Michael Price

24

Jeong Suk Kim & Lancelot Hobbs

32

Margrit Wueger

47, 73

Allan Renshaw

80

Flavia Zeps

114

Brian Hammond

125

Kathryn Law

126

Carlos & Clelia Ocampo

127

Peter Stokes

143

Karin Tramp-Lutz

152

2. Valid Proxies Received

Name

Proxy

Lot

Meelon Pty Ltd

David Tuckey

4

Mosh & Shirley Zukarel

Mosh Zuckarel

5

E K Anderson Investments Pty Ltd

David Tuckey

6

Nathan Beeck 7 Suzanne Retallack

Chairperson

9

Rupert Pluktchy

Chairperson

12

Pierre-Anthoine Petitpierre & Sandrine
Cassou-Ribehart

Chairperson

16

Christine McConnell

David Tuckey

19

Margaret Trudgen

Chairperson

23

Chin Fei Low & Ai Ling Tan

David Tuckey

27

James Clements

Chairperson

28

Grada Petrovic

Chairperson

29

Jeong Suk Kim & Lancelot Hobbs	Lancelot Hobbs	32
Dale Bennett	Chairperson	33
Douglas & Jennifer Comben	David Tuckey	36
Naomi Mair	Chairperson	39
Jon Lupton	Chairperson	41
Xiaodong Chen	Chairperson	43
Grada Petrovic	Chairperson	46
John & Petra Squeir	Margrit Wueger	47
Chitra Thevi Murugayair	Chairperson	51
Guo Lin & Ying Wang	Chairperson	52
Ester Morales	Chairperson	53
Zaid Faydi	David Tuckey	54
Michael Beins	Chairperson	58
Alan McGovern	Chairperson	61
John Rodger	Chairperson	62
John & Petra Squier	Chairperson	63
Anna Wong	Chairperson	68
John Nikitidis	Chairperson	69
Mark Allen & Sonia Burton	Chairperson	71
Tiat Oon Ooi & Pin-Pin Debbie Chan	Chairperson	72
Geoffrey & Sandra Jamieson	Chairperson	74
Trevor Charles Mason	Chairperson	75
Suppiah & Rosemarie Daisy Chandran	David Tuckey	82
Nigel Foster	David Tuckey	83
Subhash Sukumaran	Chairperson	84
Ivan & Ljerka Lerinc	David Tuckey	85
Gary & Tracy Perry	David Tuckey	86
Loong Hey Yoong	Chairperson	87
Mandeline Pty Ltd	Chairperson	88
Scott Healey	Chairperson	91
Mandeline Pty Ltd	Chairperson	92
Lina Davison	Chairperson	94
Hubert De Haer	Chairperson	95
Dorthe Kristoffersen	Chairperson	98
Ron & Valerie Bennett	Chairperson	99
Lamwise Investments Pty Ltd	Chairperson	104
Zlimare Pty Ltd & ATF The Ross Family Trust	Chairperson	111
Dando & Gloria Seth	Chairperson	118
Brian & Fiona Hammond	Brian Hammond	125
Carlos & Clelia Ocampo	Carlos Ocampo	127
Dusan & Maja Andacic	Chairperson	128
David & Dawn Buckland	Chairperson	138
Michael Lee	Chairperson	139
Chris Elizabeth Pervan	David Tuckey	140
Andrew Smith & Tracy Forchin-Smith	Chairperson	145
Peter Nunan	David Tuckey	146
Misliah Sulaiman & Mark Taylor	David Tuckey	148
Andrew & Thitiphon McGowan	Chairperson	149
Paul-David & Kathrin Lutz	Karin Tramp-Lutz	152
Hay Street Stroll Pty Ltd	Chairperson	154

3. Establishment of a Quorum

The required quorum was 77. With 69 lots represented in person or by proxy, a quorum was not established. However, after 30 minutes, in accordance with Section 130(4) of the Strata Titles Act 1985, those present were taken to constitute a quorum and the meeting was able to proceed to the consideration of business at 6.00pm.

4. Appointment of Chairperson for the Meeting

The Strata Company Chairperson (Geoff Jamieson) elected to chair the meeting.

5. Confirmation of Previous Minutes

5.1. It was resolved on a motion by Lot 148 that the previously circulated minutes of the Annual General Meeting held on 6th December 2022 be verified as a true record of those proceedings.

For	Against	Abstain	
69	0	0	<i>Carried</i>

5.2. There were no matters raised which were not provided for by this agenda.

6. Constitution of the Council

6.1. It was resolved on a motion by Lot 24 that the Council of the strata company consist of 5 owners.

For	Against	Abstain	
69	0	0	<i>Carried</i>

6.2. The following nominees were declared as duly elected.

<u>Name</u>	<u>Lot</u>
Meelon Pty Ltd (nominee David Tuckey)	4
Geoff Jamieson	74
Flavia Zeps	114
Carlos Ocampo	127
Peter Stokes	143

6.4. It was resolved on a motion by Lot 143 that the Council of Owners has the authority to appoint a new Councillor when positions were not filled at the AGM or following a Councillor's retirement from the council.

For	Against	Abstain	
69	0	0	<i>Carried</i>

7. Consideration of Statement of Accounts

It was resolved on a motion by Lot 143 that the financial statement of accounts for the Strata Company which includes the assets and liabilities of the scheme, as presented and showing a total equity of \$639,612.62, be adopted as a true and correct record for the period 1st October 2022 to 30th September 2023.

For	Against	Abstain	
69	0	0	<i>Carried</i>

8. Insurance

8.1. It was resolved on a motion by Lot 4 that copies of the current certificates and schedules for the insurance required under section 127(3)(c) of the Act, as tabled, be received and incorporated into the records of the strata company.

For	Against	Abstain	
69	0	0	<i>Carried</i>

8.2. It was not carried on a motion by Lot 125 that the Council be directed to obtain a building replacement valuation and amend the sum insured to the amount of that valuation.

For	Against	Abstain	
0	69	0	<u><i>Not Carried</i></u>

8.3. It was resolved on a motion by Lot 4 that the Council be directed to renew the current insurance policy prior to its expiry date or secure insurance with a different insurer in such sums and on terms which are not less than the current policy, or as are recommended by qualified professional advisors.

For	Against	Abstain	
69	0	0	<i>Carried</i>

SPECIAL BUSINESS

9. Consideration of budget of estimated expenditure from the Administrative Fund

It was resolved on a motion by Lot 24 that the budget of estimated expenditure from the Administrative Fund for the period 1st October 2023 to 30th September 2024 amounting to \$414,600 (exclusive of GST) be adopted.

For	Against	Abstain	
69	0	0	<i>Carried</i>

10. Authority for Interim Expenditure

It was resolved on a motion from Lot 4 that the budget of estimated expenditure from the Administrative Fund for the period 1st October 2023 to 30th September 2024 amounting to \$414,600 (exclusive of GST) be continued for the following 12 months until otherwise determined by the strata company in general meeting.

For	Against	Abstain	
67	0	2	<i>Carried</i>

11. Consideration of budget of estimated expenditure from the Reserve Fund.

It was resolved on a motion from Lot 4 that the budget of estimated expenditure from the Reserve Fund for the period 1st October 2023 to 30th September 2024 amounting to \$315,000 (exclusive of GST) be adopted.

For	Against	Abstain	
69	0	0	<i>Carried</i>

12. Determination of the levy of contributions for the period 1st October 2023 to 30th September 2024

It was resolved on a motion from Lot 85 that the levy of contributions on owners for the **Administrative Fund** be payable in advance, by instalments due and payable in the amounts and on the dates as shown below:

All Lots (1,000 Unit Entitlements)

<u>Amount</u>	<u>Per Unit Entitlement</u>	<u>Due Date</u>
\$45,500	\$4.55	1 st October 2023 (already issued)
\$45,500	\$4.55	due 1 st January 2024 (already issued)
\$45,500	\$4.55	due 1 st April 2024
\$45,500	\$4.55	due 1 st July 2024

to raise a total of \$182,000.00 in the financial year,

Residential Lots (9,012 Unit Entitlements)

<u>Amount</u>	<u>Per Unit Entitlement</u>	<u>Due Date</u>
\$41,004.60	\$4.55	due 1 st October 2023 (already issued)
\$41,004.60	\$4.55	due 1 st January 2024 (already issued)
\$41,004.60	\$4.55	due 1 st April 2024
\$41,004.60	\$4.55	due 1 st July 2024

to raise a total of \$164,018.40 in the financial year,

and,

that the levy of contributions on owners for the **Reserve Fund** be payable in advance, by instalments due and payable in the amounts and on the dates as shown below:

<u>Amount</u>	<u>Per Unit Entitlement</u>	<u>Due Date</u>
\$12,100	\$1.21	due 1 st October 2023 (already issued)
\$12,100	\$1.21	due 1 st January 2024 (already issued)
\$31,900	\$3.19	due 1 st April 2024
\$31,900	\$3.19	due 1 st July 2024

to raise a total of \$88,000 in the financial year,

And,

That in each case those contributions be continued on a quarterly basis until otherwise determined by the strata company in general meeting.

For	Against	Abstain	
69	0	0	<i>Carried</i>

13. Debt Collection Procedure

It was resolved on a motion by Lot 143 that the Debt Collection Procedure as attached be accepted until otherwise determined by the strata company in general meeting.

For	Against	Abstain	
69	0	0	<i>Carried</i>

14. Lot 5 - Structural Alteration of a Lot

By **Resolution Without Dissent** the Strata Company authorises the Owner to make structural alterations of their Lot as provided in the attached application & plans.

For	Against	Abstain	
73	0	2	<i>Carried</i>

The owners of Lot 5 indicated their agreement to comply with any special conditions set by the COO, such as;

- they will obtain a certificate from the fire contractor to 'sign off' once necessary alterations are made to the sprinklers and any other necessary matters*
- they will comply with any flooring conditions re noise attenuation*
- they confirmed the condensate from additional air-con units will be directed to the existing drain on the balcony*

15. Lot 80 - Common Property Alteration

By **Resolution Without Dissent** the Strata Company authorises the Owner to alter the common property as provided in the proposed common property alteration plans contained in Annexure A (Plans) in accordance with the Strata Company's powers to control and manage the common property for the benefit of all owners under section 91(1)(b) of the Act (**Common Property Alteration**).

For	Against	Abstain	
73	0	2	<i>Carried</i>

16. General Business

- To open general business, the Chairperson gave his thanks to the outgoing COO for their efforts over the past year.
- Lot 152 raised their issued of the ongoing leaks in their unit.
 - The COO advised they have been working on a solution; however, it appears to be deterioration of the waterproof membrane under the large terrace balcony above.
 - The COO noted they experience issues with this as the leaks cease when there is no rainfall which makes detection quite difficult.
 - They also noted that these leaks unfortunately aren't isolated to Lot 152, but instead impact a number of units on the western side of the building.
 - Another owner noted they had been renting in that unit in the early 2000's and there were leaks present during that time too. They further elaborated that some repairs were completed at that time as well.
- Lot 20 raised the ongoing issue of cigarette butts landing on their terrace from the balconies above. This has been an issue the Strata Manager has sent out notices about in the past, however it is very difficult to identify any specific units that may be responsible.
- The COO raised that they have been considering the installation of lockers in the lobby which would be used for food and parcel deliveries.
- Lot 127 mentioned that some residents are not adequately clothed, such as when collecting their mail.
- A short explanation of the current G unit repairs was given.
 - During the extensive water damage repairs in 2022, a hole was discovered in the corner of the G unit slabs all the way up the building.
 - It appears this is where the crane leg was located during construction of the building and should have been repaired by the builder.

- While it is only a small hole, a fire engineer has determined this represents a potential fire/smoke. Consequently, the insurer has advised this must be repaired or the current insurance cover (which was only issued for 6 months) will not be extended.
- Repairs are scheduled for completion in the first 2 weeks of February.

17. Close of Meeting

There being no further business, the Chairperson declared the meeting closed at 7.06pm.