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**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 full name, address and occupation of the witness must be stated.

DE

LODGED BY STRATA TITLE CONSULTANCY SERVICES

1 RIVERINA DRIVE, ASCOT

ADDRESS

PHONE No. 92777202

FAX No. 92777202

REFERENCE No.

ISSUING BOX No. 999

PREPARED BY AS ABOVE

ADDRESS

PHONE No.

FAX No.

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

1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. \_\_\_\_\_
2. \_\_\_\_\_
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4. \_\_\_\_\_
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6. \_\_\_\_\_

Received Items

Nos. 0

Receiving Clerk

*[Signature]*

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

**Landgate**



**FORM 21**

**NOTIFICATION OF CHANGE OF BY-LAWS**

*Strata Titles Act 1985*

Section 42

THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425  
hereby certify:

- \* that by a resolution without dissent duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 1 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 1 by-laws 2 and 3 are repealed and the following by-laws added -

**16. THEME OF DEVELOPMENT**

The parcel has been developed as a mixed use strata scheme comprising of lot 1 to be used for commercial/retail purposes and lots 2, 3 and 4 for residential use. The proprietors are advised of the proximity of the parcel to a major road system and shopping centre and the possibility that lot 1 may be used as a café/restaurant. The common property is fitted with a grease trap and venting in anticipation of this use.

**17. EXCLUSIVE USE GRANTED TO LOT 2**

The proprietor of lot 2 is hereby granted exclusive use in accordance with section 42(8) of the Act, of that part of the common property that is and is delineated on Annexure "A" as "Exclusive Use of Lot 2" and shall –

- (a) at all times keep its exclusive use area in a clean, neat and tidy condition;
- (b) be permitted to use the exclusive use area solely for the purposes for parking a licensed motor vehicle.

**18. EXCLUSIVE USE ARRANGEMENTS AND TIME LIMITATIONS FOR CAR BAYS**

- (1) To enable efficient use of the car parking bays some car parking bays are shared between the proprietors of lots 1, 3 and 4 and are limited in use between specific days and times. Proprietors and tenants who have shared use may have a temporary private agreement with each other for the shared use. This type of agreement does not over ride the exclusive use by-law and is not a strata company matter. Motor vehicles cannot be parked deliberately to prevent use by other proprietors/tenants. Any disputation between the parties is to be resolved in accordance with Schedule 1 by-law 19.

- (2) The proprietor of lot 1 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (3) The proprietor of lot 3 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (4) The proprietor of lot 3 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bay on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (5) The proprietor of lot 4 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;

- (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.

**19. DISPUTE RESOLUTION PROCEDURE**

- (1) Should a dispute arise in relation to the exclusive use by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law.
- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve the dispute within a reasonable time, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in this by-law.
- (4) The Dispute Notice must state:
  - (a) what is in dispute;
  - (b) the arguments of the party giving the Dispute Notice, and
  - (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties pays the costs of and incidental to the resolution of the dispute.

**20. FACADES OF THE BUILDING**

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades of the building without the prior written approval of the council.

**21. OBLIGATION TO NOTIFY DEFECTS IN SERVICES**

A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they deem necessary for the safety and preservation of the building and services.

**22. RECOVERY OF MONEY EXPENDED AS A RESULT OF BREACH**

If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall be entitled to recover that amount (and the costs of recovery) from the person who was the proprietor of the lot at the time when the breach occurred, whether or not they were the person who caused such expense.

**23. BLOCKAGE OF DRAINAGE PIPES**

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

**24. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY**

(1) It is the responsibility of the proprietor of a lot to ensure that all wet areas forming part of the lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot, other than through waste pipes provided for the disposal of such water or liquid.

(2) The proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that are damaged by water leakage from the proprietor's lot.

**25. SUNDRY ITEMS FOR THE USE OF A LOT**

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (eg. including (but not limited to) air conditioners, hot water systems, door locks, etc.) that are installed on or in the relevant proprietor's lot or the common property if for the exclusive use of the particular lot. In the event a proprietor does not keep these items in good repair, then the strata company may serve a notice on the proprietor requiring these items to be properly maintained.

**26. SAIL ANCHOR POINTS**

The proprietors of lots 2 and 4 acknowledge and agree that the sail anchor points for lot 2 extend into Lot 4 and the common property. The proprietor of lot 4 shall not interfere with these anchor points and will permit reasonable access to the proprietor of lot 2 for repairs and maintenance.

**27. ELECTRICITY AND WATER ARRANGEMENTS FOR EXTERNAL TAPS AND LIGHTS**

- (1) The original proprietor has configured the power and water reticulation on common property so that each lot proprietor contributes a small amount of power or water to items of common property.
- (2) The electric power consumption for –
  - (a) the roller door and garage lighting is recorded on the electricity meters of lots 2 and 3;
  - (b) lighting for the common property on the ground floor (except for garage) is recorded on the electricity meter for lot 1;
  - (c) lighting for the common property on the first floor landing on the stairs and all of the first floor common property is recorded on the electricity meter for lot 2;
  - (d) lighting for the common property on the second floor common property is recorded on the electricity meter for lot 3; and
  - (e) lighting for the common property in the stairs to the front door of lot 4 and the back gate entrance to lot 2 is recorded on the electricity meter for lot 4.
- (3) The water consumption for –
  - (a) for the bin cleaning area is recorded on the water meter of lot 1;
  - (b) for the outside tap at the rear of the ground floor common property is recorded on the water meter of lot 4.

**28. LEASING OF LOTS**

Prior to the leasing of a lot, and before the commencement date of any such lease, the proprietor shall-

- (a) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with the by-laws ; and
- (c) provide the lessee with a copy of the strata company by-laws.

**29. HOUSE RULES**

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

- (a) security;
- (b) rubbish collection;

- (c) charges relating to the security system and security keys
- (d) any other rule that the strata company reasonably considers necessary.

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

- \* that by a special resolution duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 2 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 2 by-laws 7(b), 11 and 12(c) are repealed and the following by-laws added –

**15. KEEPING OF PETS**

A proprietor, occupier or other resident of a lot shall not be permitted to keep any pet, bird fish, reptile or any other animal on its lot.

**16. SIGNAGE ERECTION AND INSTALLATION**

- (1) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner, for sale sign and for lease sign on any external part of his, her or its lot or the common property without the prior written consent of the strata company (such consent to be at the absolute discretion of the strata company).
- (2) All signage erected, installed or affixed within any lot or common property will be in accordance with the requirements and regulations of any appropriate government agency.
- (3) All signage that is in place at the time of registration of the strata plan is deemed to have been approved by the strata company.
- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of twelve months (12) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

**17. SECURITY GATES AND DOORS**

- (1) The proprietors of each lot will be liable to pay by levy for all operating, maintenance and repair costs for the security gates and doors. The levy shall be in the same proportions as the respective unit entitlements to each lot.
- (2) The proprietor of a lot will be issued with key devices and remote controls to gain access to the car park and stairways. In the event that a key device or remote control is lost or destroyed the proprietor will immediately inform the secretary. The proprietor will be liable for the cost of replacing and recoding these items.

**18. DAMAGE TO COMMON PROPERTY**

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property caused by them or their employees, agents and other invitees, and shall be liable to pay for any repairs to make good the damage.

The common seal of THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425, was hereunto affixed on the twenty eighth day of November 2012 in the presence of:

X *Susanna Cocivera*  
.....  
Susanna Cocivera

X *M. Cocivera*  
.....  
Mario Cocivera  
Members of Council



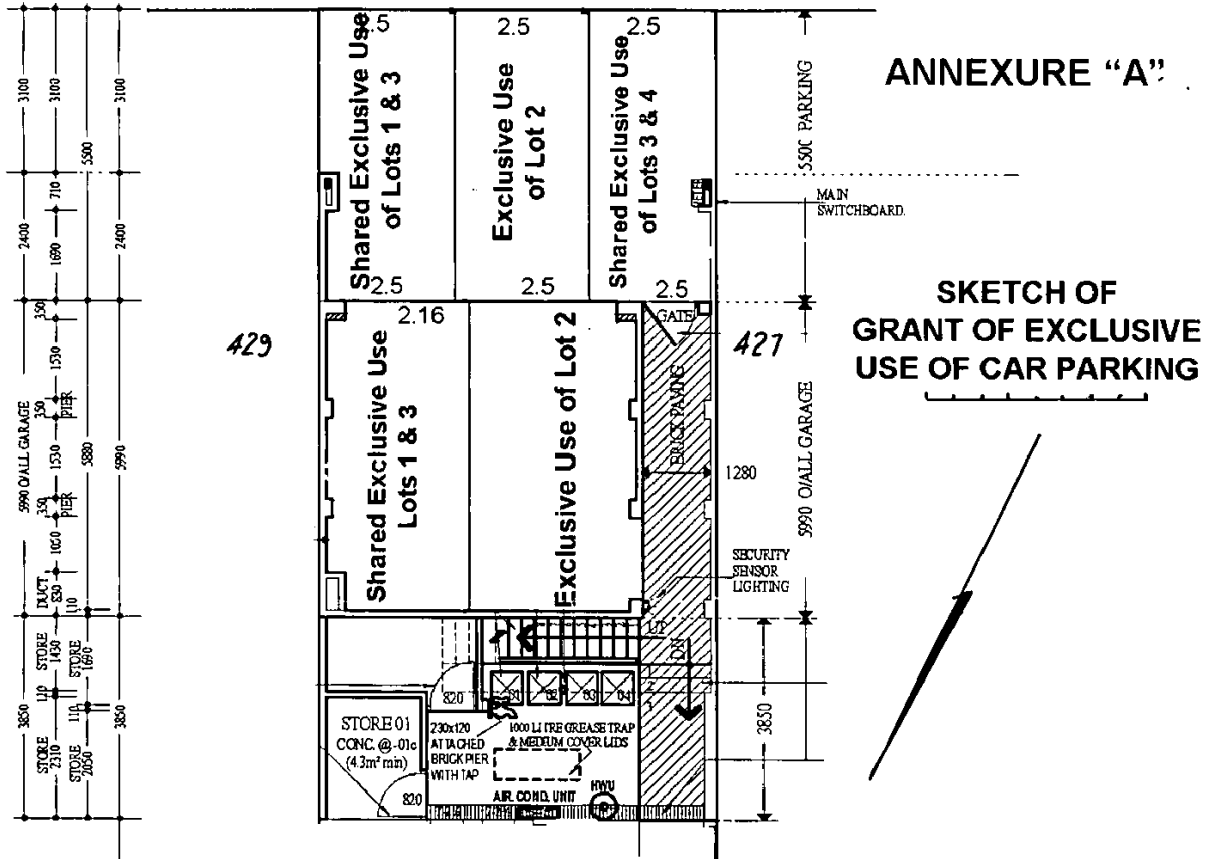


THE OWNERS OF  
26 THE CRESCENT  
MIDLAND

STRATA PLAN  
NO. 62425

COMMON SEAL

THOBY LANE



**SHARED EXCLUSIVE USE CAR BAYS - HOURS OF USE**

Lot 1 has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 9.00am to 5.00pm Monday to Friday.

Lot 3 has use of the car bay in "Shared Exclusive Use Lots 3 & 4" between the hours of 9.00am to 5.00pm on Monday to Friday and has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning

Lot 4 has use of the car bay in "Shared Exclusive Use Lots 1 & 4" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning.

*3 acc. M.L.*

