FORM B4

APPROVAL NO.
B1865

OFFICE USE ONLY

H 704760 SM
27 Mar, 2001 14:58:07 Midland

REG. $ 70.00

LODGED BY GUARDIAN FINANCE CORP

ADDRESS P.O. BOX 335 WEST PERTH 6872

PHONE No. 93818555

FAX No.

REFERENCE No.

ISSUING BOX No. 888

PREPARED BY

ADDRESS

PHONE No.
FAX No.

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

5/5

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items
Nos.

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

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

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~~STRATA/SURVEY~~ -

STRATA PLAN

SHEET 11 OF 11 SHEETS

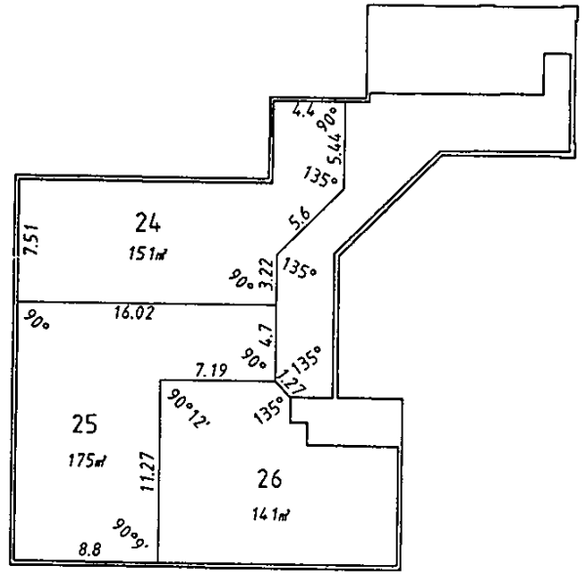
FORM 4

THIS SHEET SHOWS THE RESUBDIVISION OF LOT 16 ON SHEET 6

-N-

THIRD FLOOR PLAN

SCALE 1 : 300



SPECTRUM SURVEY & MAPPING
5 CRESSALL ROAD, BALCATTA. 6021
TEL. 9240 4444 FAX. 9240 6666

.....G. JONES (Licensed Surveyor)

0 10 20 30
METRES

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33304600

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

“MS9”

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FORM B4

OFFICE USE ONLY

LODGED BY SPECTRUM SURVEY AND MAPPING

ADDRESS 5 CRESSALL ROAD
BALLCATTA 6021

PHONE No. 9240 4444

FAX No. 9240 6666

REFERENCE No. 200136

ISSUING BOX No.

PREPARED BY AS ABOVE

ADDRESS

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items

Nos.

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

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FORM 27

Strata Titles Act 1985

Regulation 37 (1) (a)

STRATA/SURVEY-STRATA PLAN No. 39733

CERTIFICATE OF LICENSED VALUER

I GAVIN E CHAPMAN being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that if a re-subdivision were effected in accordance with a by-law of the strata/survey-strata scheme made under clause 8 of Schedule 2A of the Act, on the basis of information provided in the by-law pursuant to clause 8 (a) of Schedule 2A, a licensed valuer would be able to provide a certificate required under section 14 (2) in respect of the proposed unit entitlement.

10-1-2001
Date

Licensed Valuer

Unit Entitlements

Lot	1	37	Lot	12	42
Lot	2	183	Lot	13	39
Lot	3	41	Lot	14	29
Lot	4	49	Lot	15	96
Lot	5	31	Lot	24	41
Lot	6	29	Lot	25	42
Lot	7	42	Lot	26	38
Lot	8	30	Lot	17	38
Lot	9	22	Lot	18	42
Lot	10	38	Lot	19	40
Lot	11	42	Lot	20	9
				Agg	1,000

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LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

“MS8”

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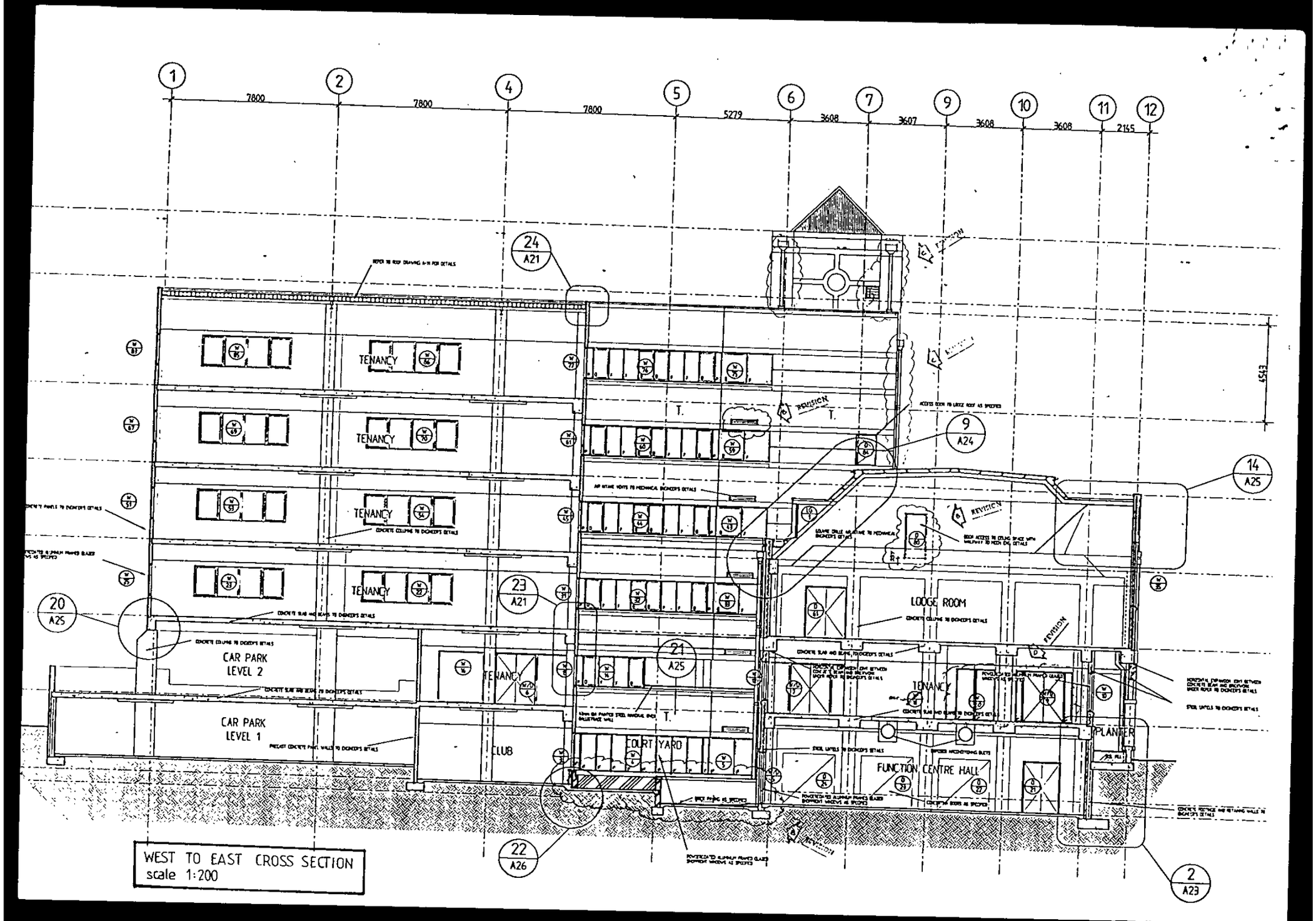

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

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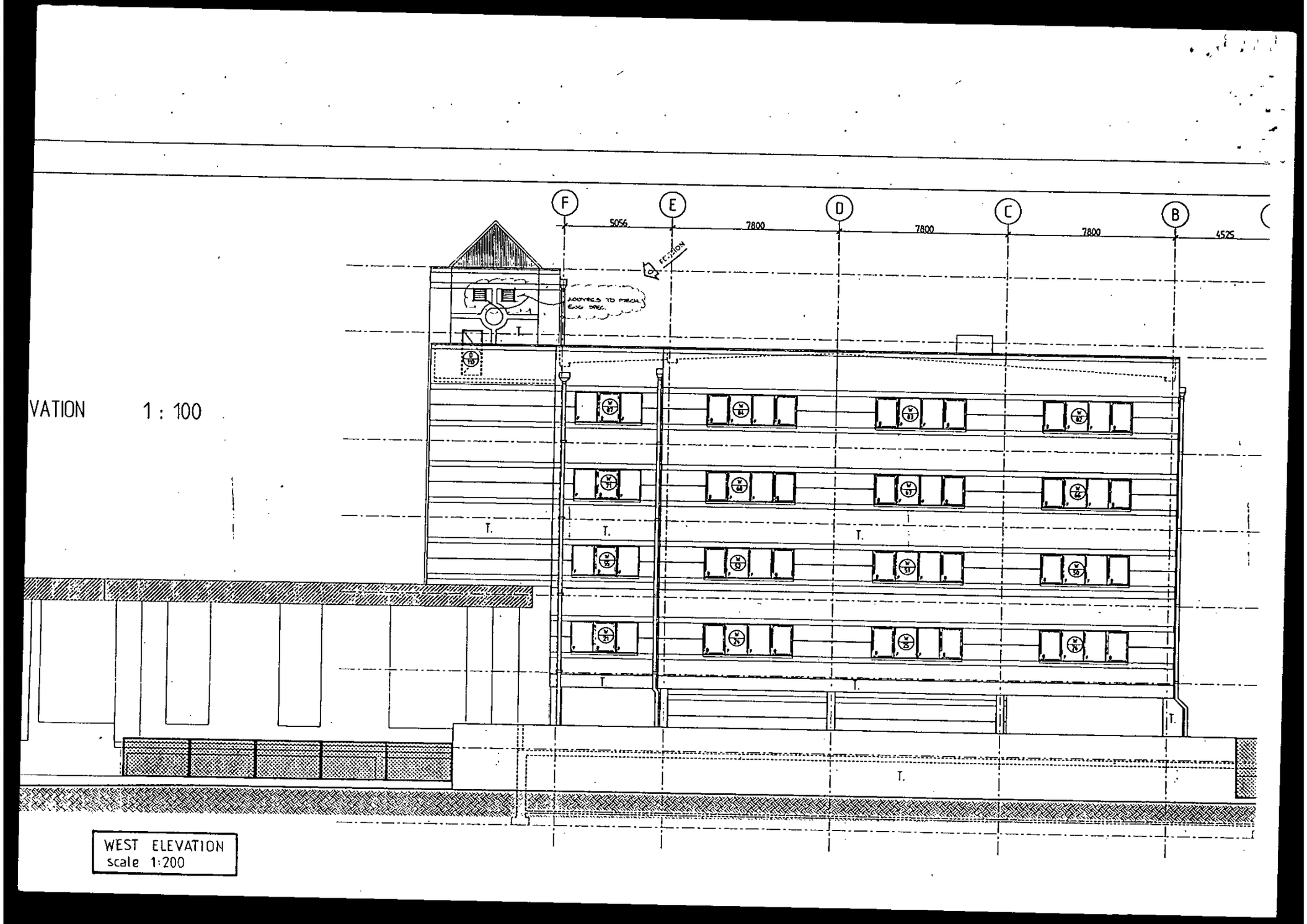

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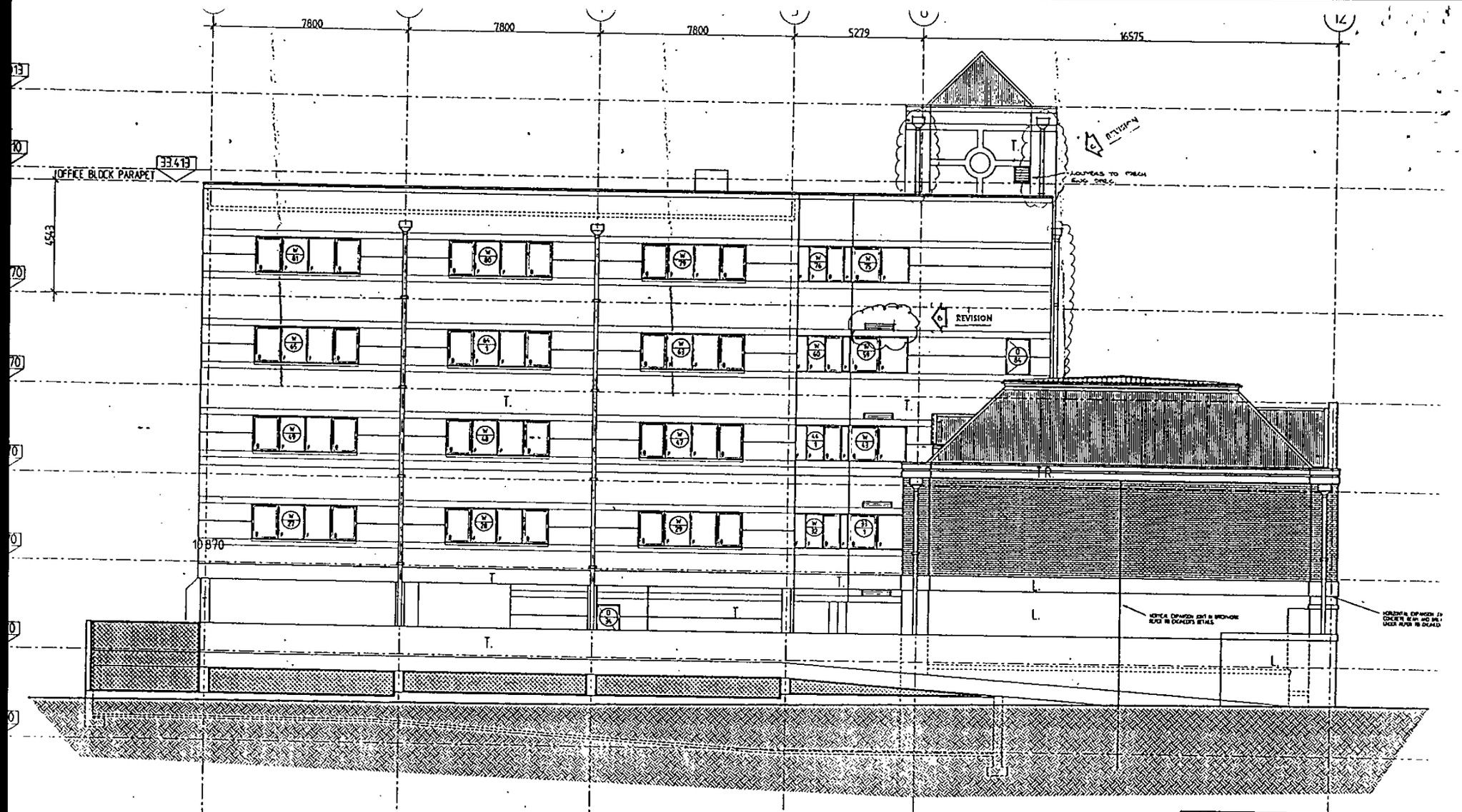
LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33384806



SOUTH ELEVATION

REVISION	DETAILS
22/4/96	ISSUED FOR CONSTRUCTION
"A" 3/5/96	DOOR D/34 AMENDED
REV. B 9/5/96	ADDITIONAL LOUVER ADDED AT PATCH C
REV. C 20/6/96	DOWNPIPES / LOUVERS SHOWN / BRICKS

LANDSCAPE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 55564666

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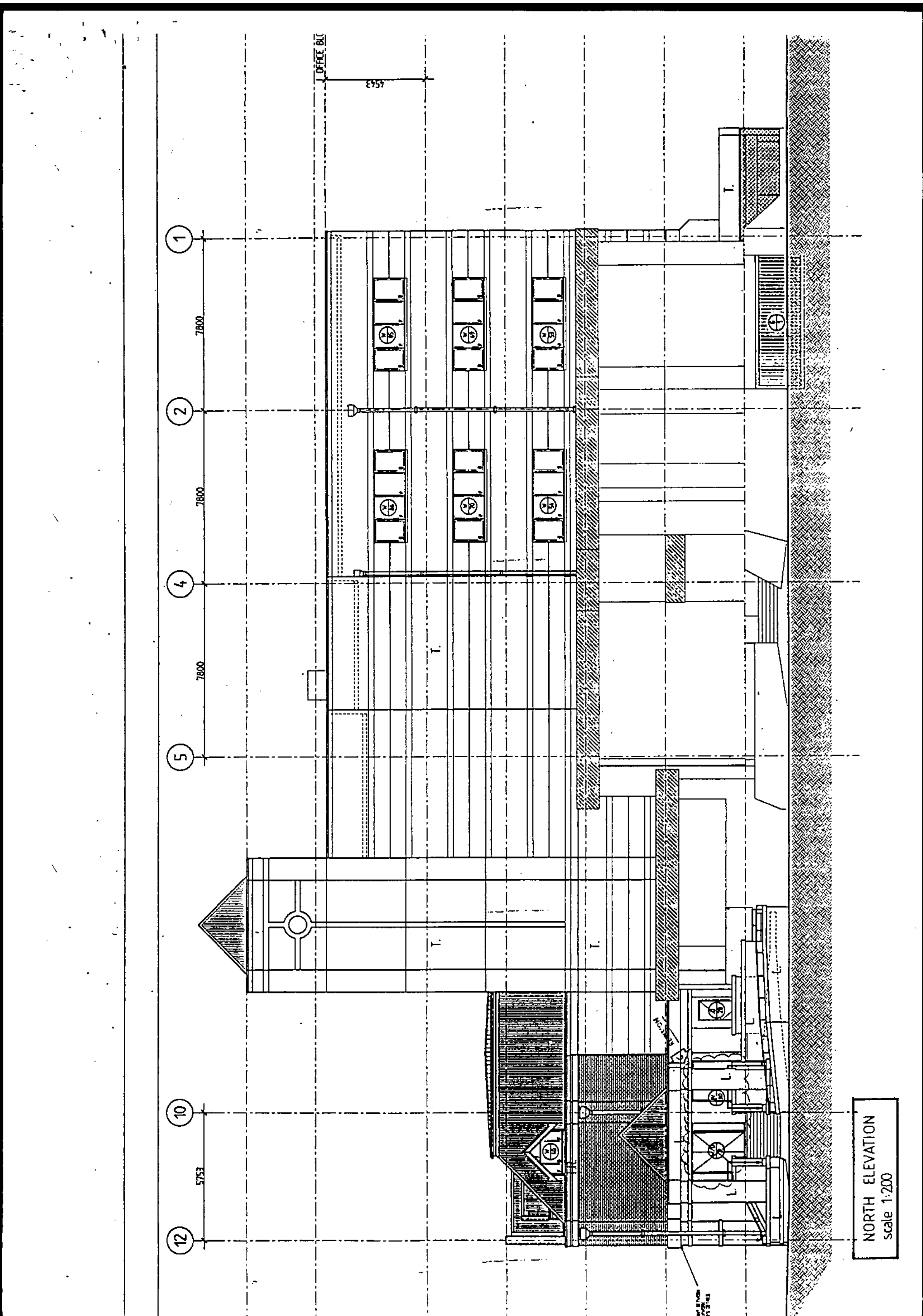

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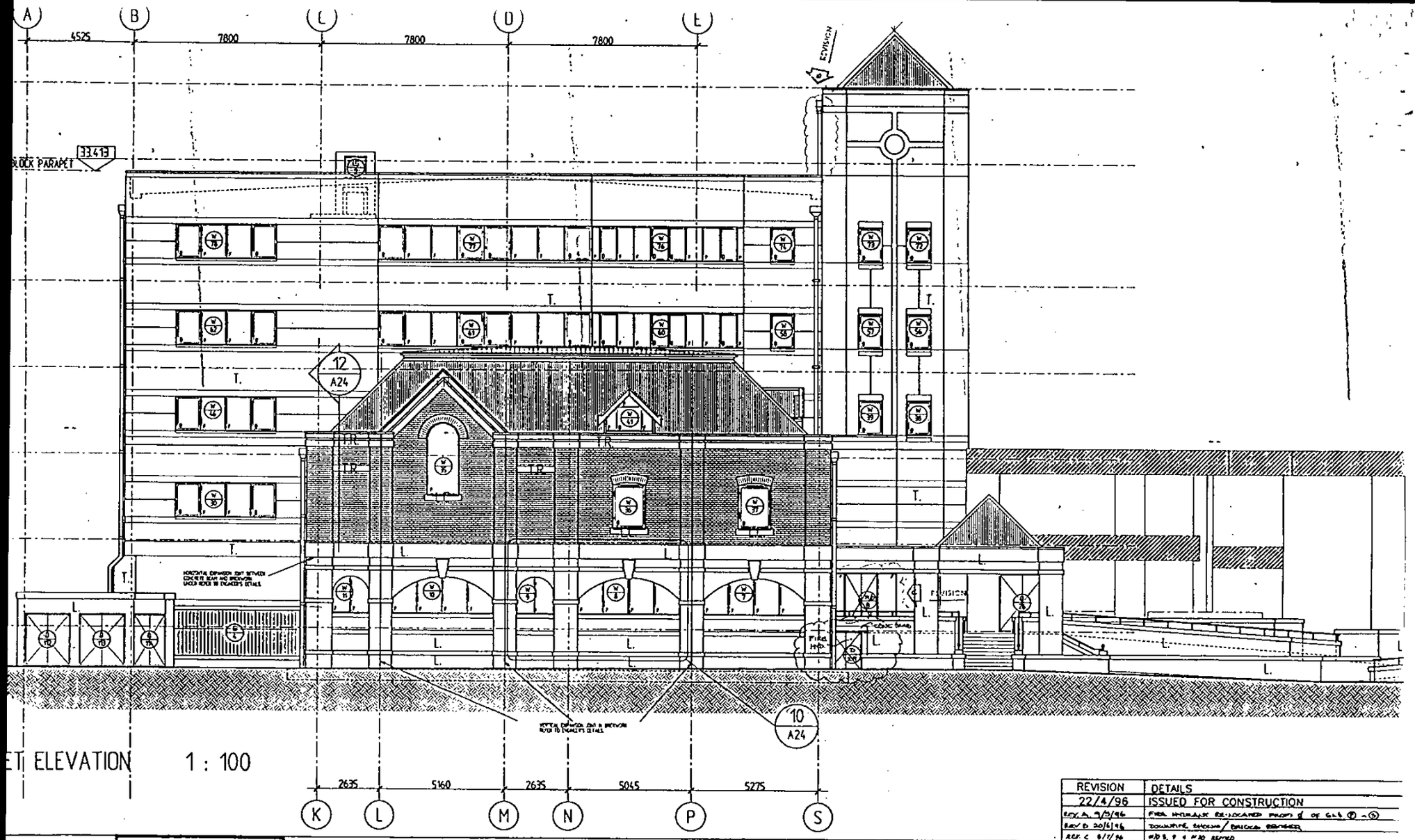
LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33384806



REVISION	DETAILS
22/4/96	ISSUED FOR CONSTRUCTION
REV. A 9/5/96	FIRE HYDRANT RE-LOCATED FROM ℄ OF GLS (P) - (S)
REV. B 20/6/96	DOWNPIPE SHOWN / BRICKS REMOVED
REV. C 8/7/96	W/D 8, 9 & W20 REMOVED

EAST ELEVATION
scale 1:200

EANDSCALE COPY OF ORIGINAL NOT TO SCALE Mon Oct 14 14:11:02 2016 JOB 55564666

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SPECIFICATIONS

Walls:

- 100mm smoked grey glazing on lot boundaries abutting common areas (excepting existing concrete walls)

- 102 mm gybrock stud partitioning to STC 46 standards

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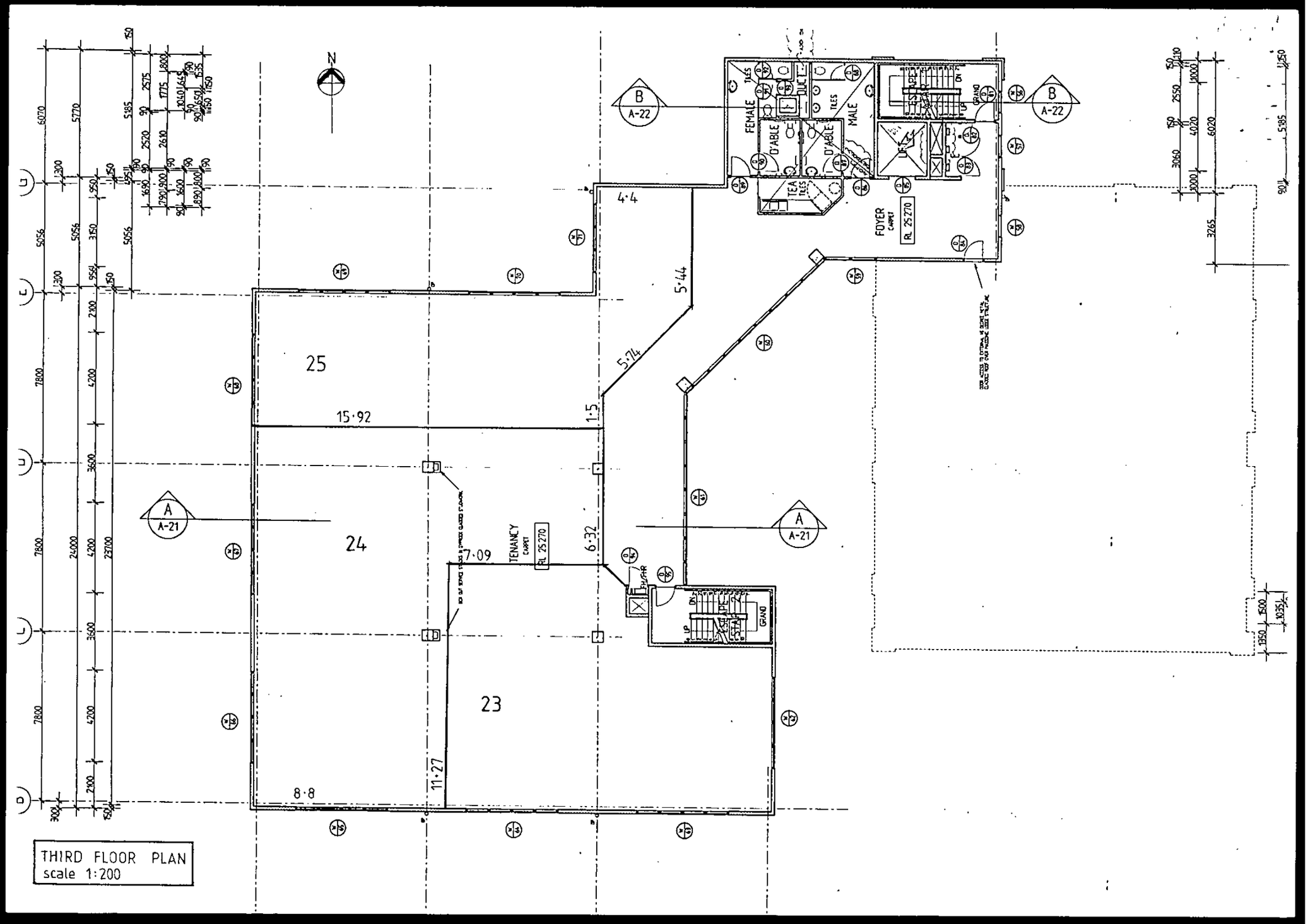
LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806



LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

“MS7”

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

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~~STRATA/SURVEY~~

STRATA PLAN

SHEET 10 OF 11 SHEETS

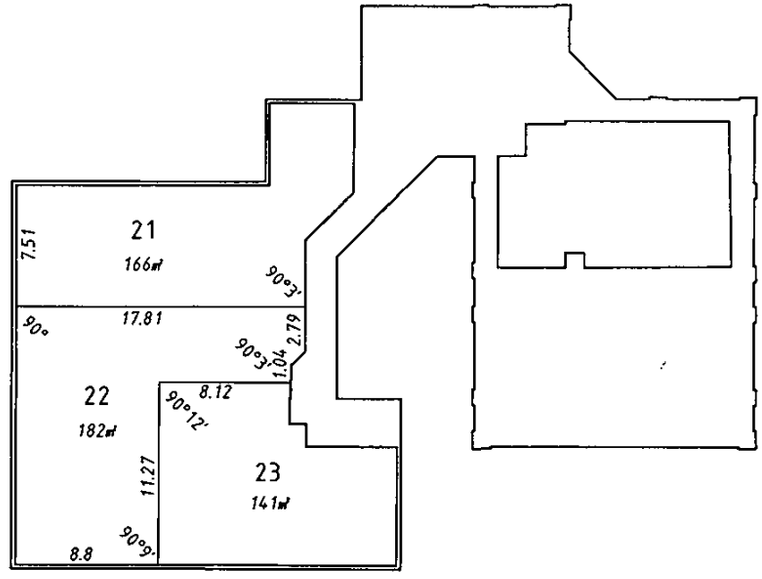
FORM 4

THIS SHEET SHOWS THE RESUBDIVISION OF LOT 15 ON SHEET 5

-N-

SECOND FLOOR PLAN

SCALE 1 : 300



THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

WHERE 2 LOTS HAVE A COMMON OR PARTY WALL OR HAVE BUILDINGS ON THEM WHICH ARE JOINED, THE CENTRE PLANE OF THAT WALL OR THE PLANE AT WHICH THEY ARE JOINED, IS THE THE BOUNDARY.

SPECTRUM SURVEY & MAPPING
5 CRESSALL ROAD, BALCATTA, 6021
TEL. 9240 4444 FAX. 9240 6666

.....G. JONES (Licensed Surveyor)

0 10 20 30
METRES

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“MS6”

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FORM B4

OFFICE USE ONLY

LODGED BY SPECTRUM SURVEY AND MAPPING

ADDRESS 5 CRESSALL ROAD
BALCATTA 6021

PHONE No. 9240 4444

FAX No. 9240 6666

REFERENCE No. 200136

ISSUING BOX No.

PREPARED BY AS ABOVE

ADDRESS

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items

Nos.

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

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FORM 27

Strata Titles Act 1985

Regulation 37 (1) (a)

STRATA/SURVEY-STRATA PLAN No. 39733

CERTIFICATE OF LICENSED VALUER

I GAVIN E CHAPMAN being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that if a re-subdivision were effected in accordance with a by-law of the strata/survey-strata scheme made under clause 8 of Schedule 2A of the Act, on the basis of information provided in the by-law pursuant to clause 8 (a) of Schedule 2A, a licensed valuer would be able to provide a certificate required under section 14 (2) in respect of the proposed unit entitlement.

10-1-2001
Date

Licensed Valuer

Unit Entitlements

Lot	1	36	Lot	13	37
Lot	2	177	Lot	14	28
Lot	3	40	Lot	21	44
Lot	4	48	Lot	22	43
Lot	5	30	Lot	23	37
Lot	6	28	Lot	24	40
Lot	7	40	Lot	25	41
Lot	8	29	Lot	26	37
Lot	9	21	Lot	17	37
Lot	10	37	Lot	18	41
Lot	11	41	Lot	19	39
Lot	12	41	Lot	20	8
				Agg	1,000

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“MS5”

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FORM B4

OFFICE USE ONLY

LODGED BY SPECTRUM SURVEY AND MAPPING

ADDRESS 5 CRESSALL ROAD
BALCATTA 6021

PHONE No. 9240 4444

FAX No. 9240 6666

REFERENCE No. 200136

ISSUING BOX No.

PREPARED BY AS ABOVE

ADDRESS

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items

Nos.

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

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

FORM 27

Strata Titles Act 1985

Regulation 37 (1) (a)

STRATA/SURVEY-STRATA PLAN No. 39733

CERTIFICATE OF LICENSED VALUER

I GAVIN E CHAPMAN being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that if a re-subdivision were effected in accordance with a by-law of the strata/survey-strata scheme made under clause 8 of Schedule 2A of the Act, on the basis of information provided in the by-law pursuant to clause 8 (a) of Schedule 2A, a licensed valuer would be able to provide a certificate required under section 14 (2) in respect of the proposed unit entitlement.

10-1-2001
Date

Licensed Valuer

Unit Entitlements

Lot	1	36	Lot	12	41
Lot	2	178	Lot	13	38
Lot	3	40	Lot	14	28
Lot	4	48	Lot	21	44
Lot	5	30	Lot	22	47
Lot	6	28	Lot	23	37
Lot	7	41	Lot	16	110
Lot	8	29	Lot	17	37
Lot	9	21	Lot	18	41
Lot	10	37	Lot	19	39
Lot	11	41	Lot	20	9
				Agg	1,000

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“MS4”

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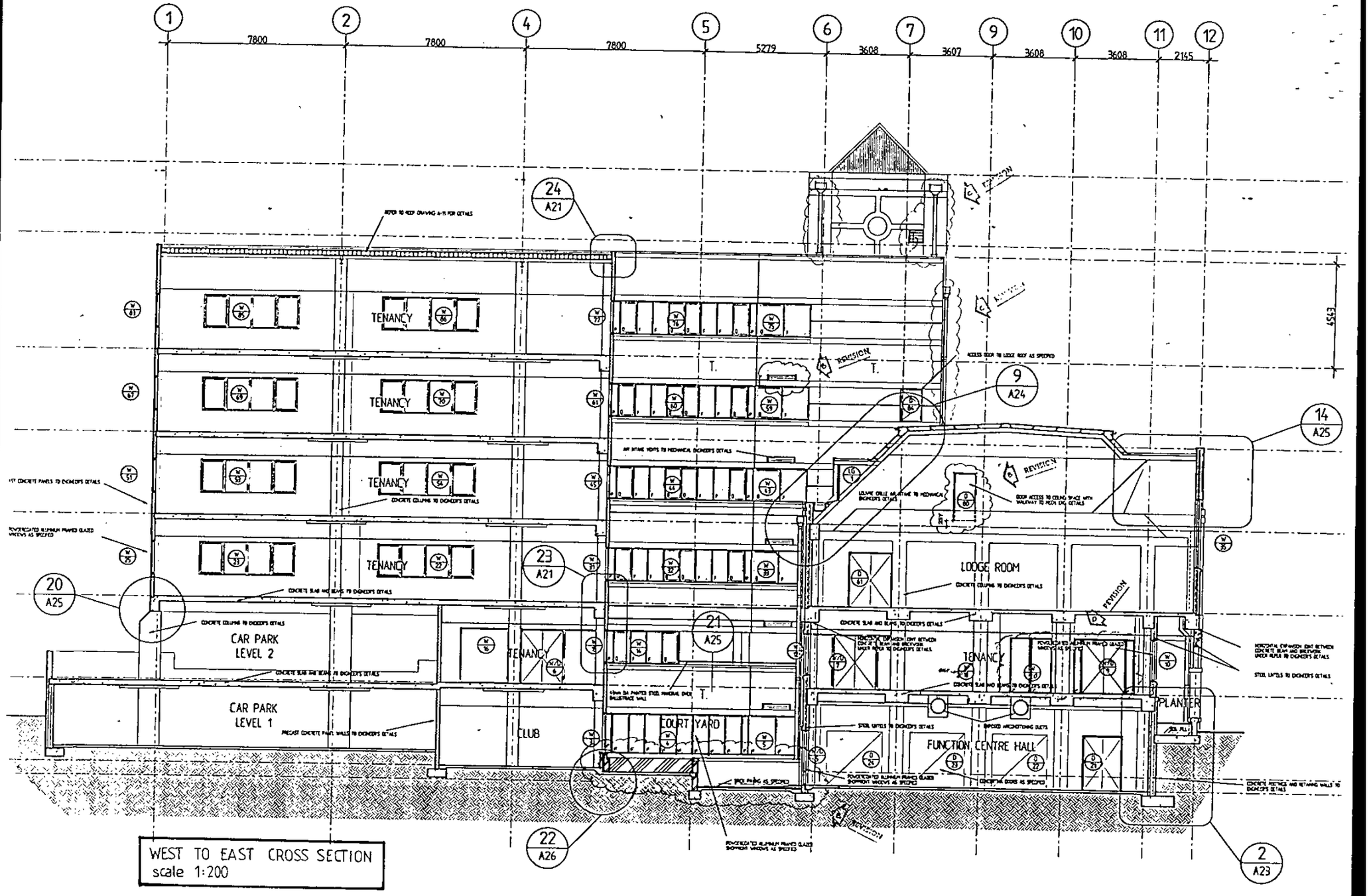

WEST TO EAST CROSS SECTION
scale 1:200

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33304000

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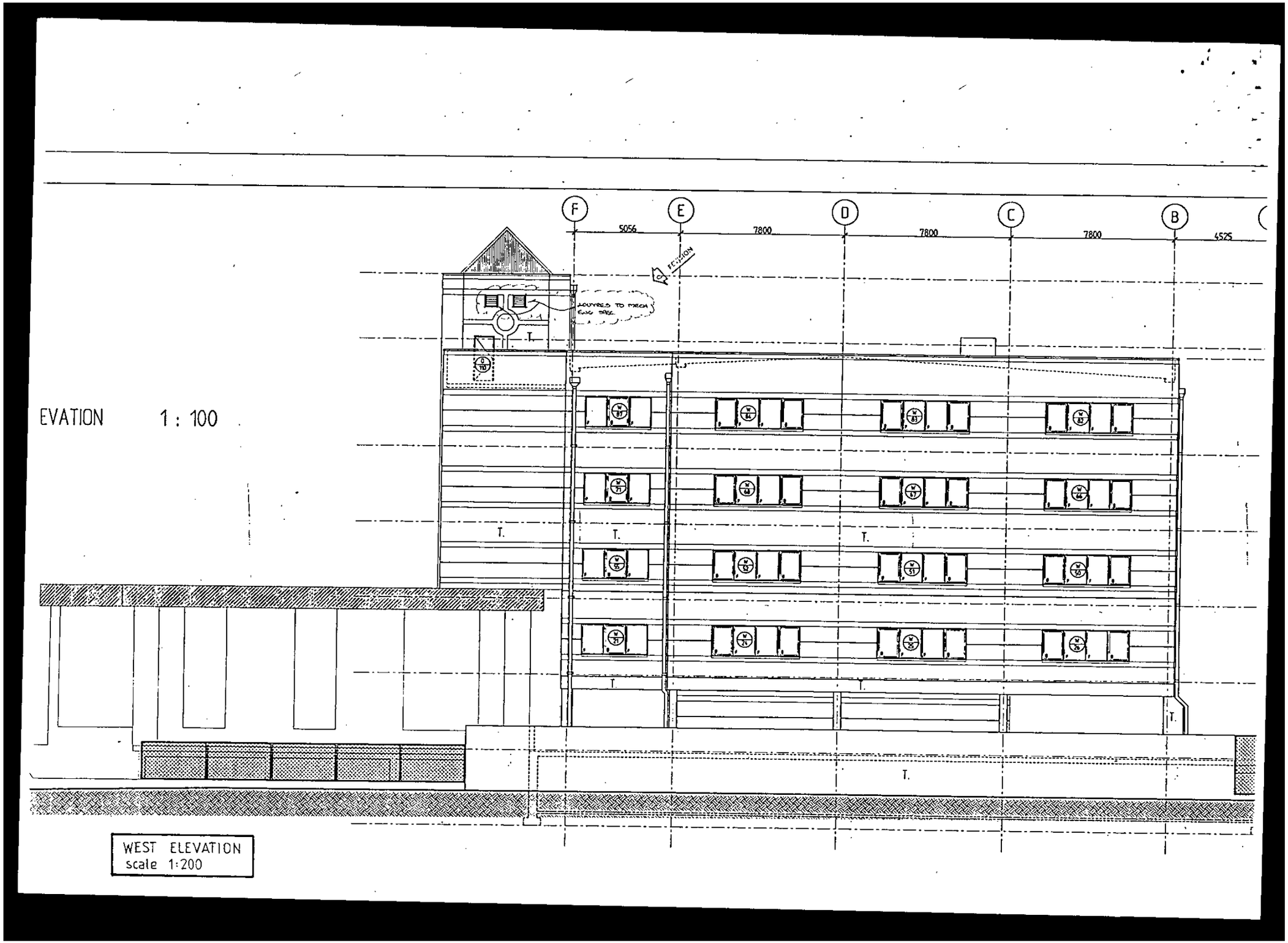

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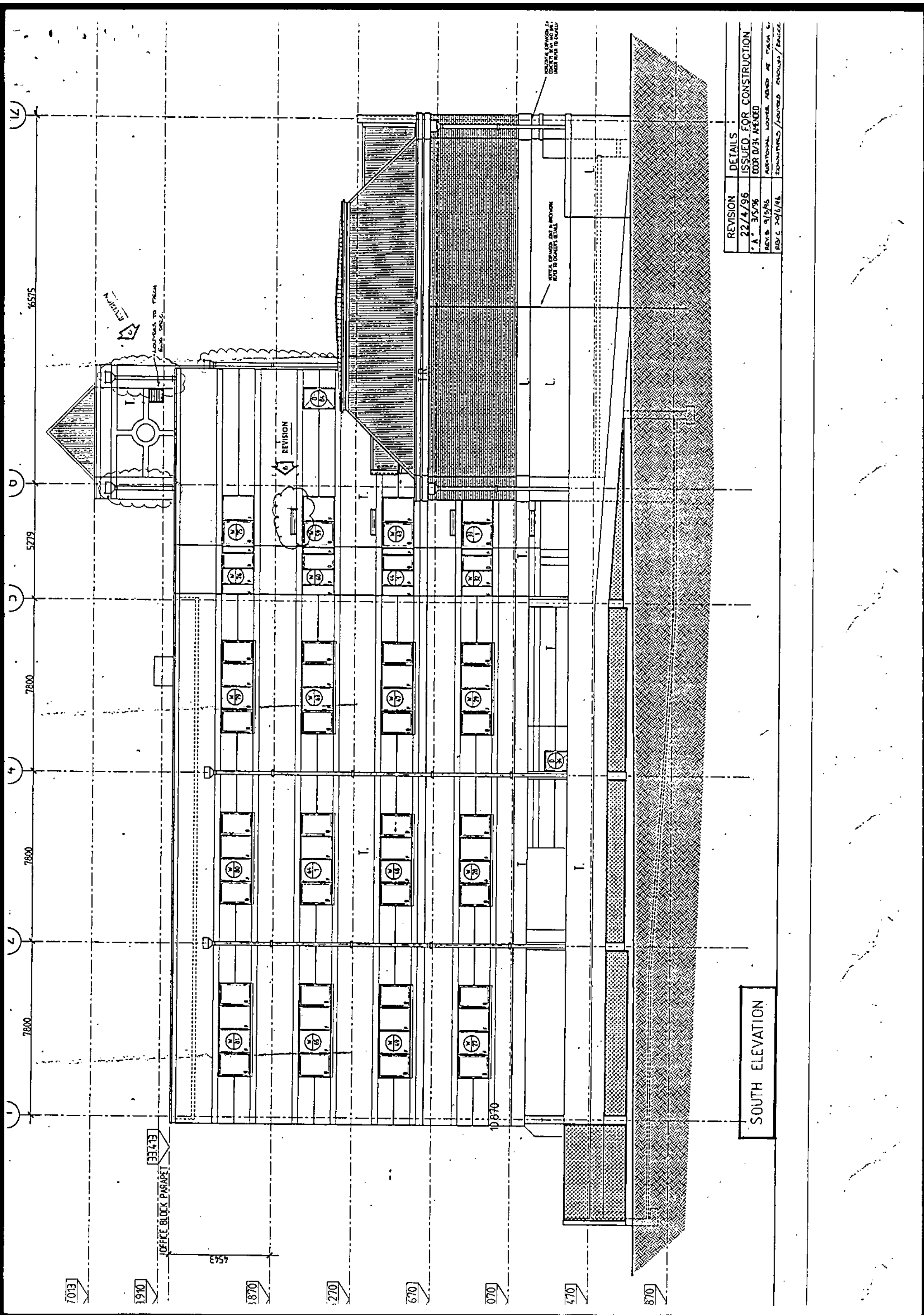

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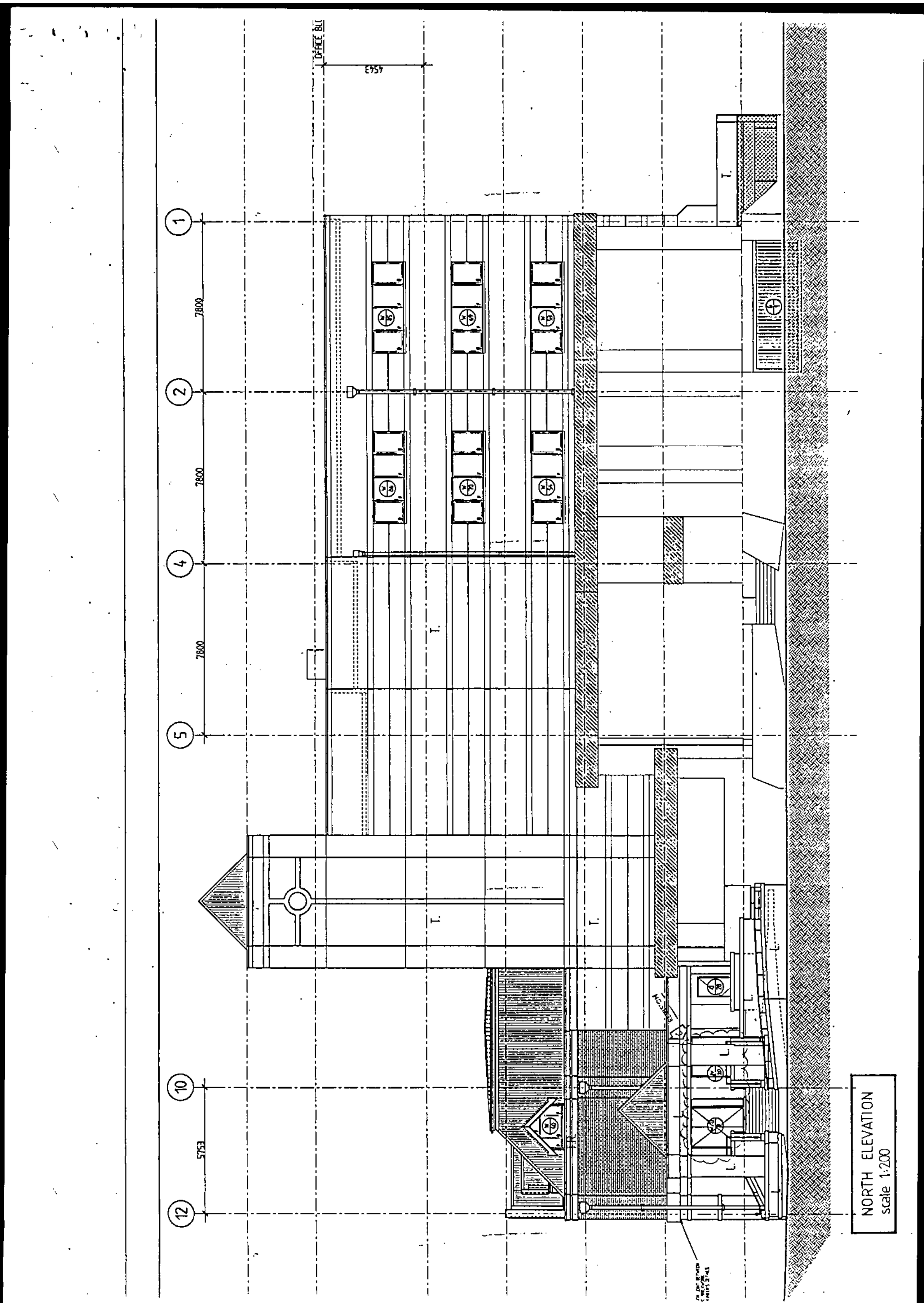

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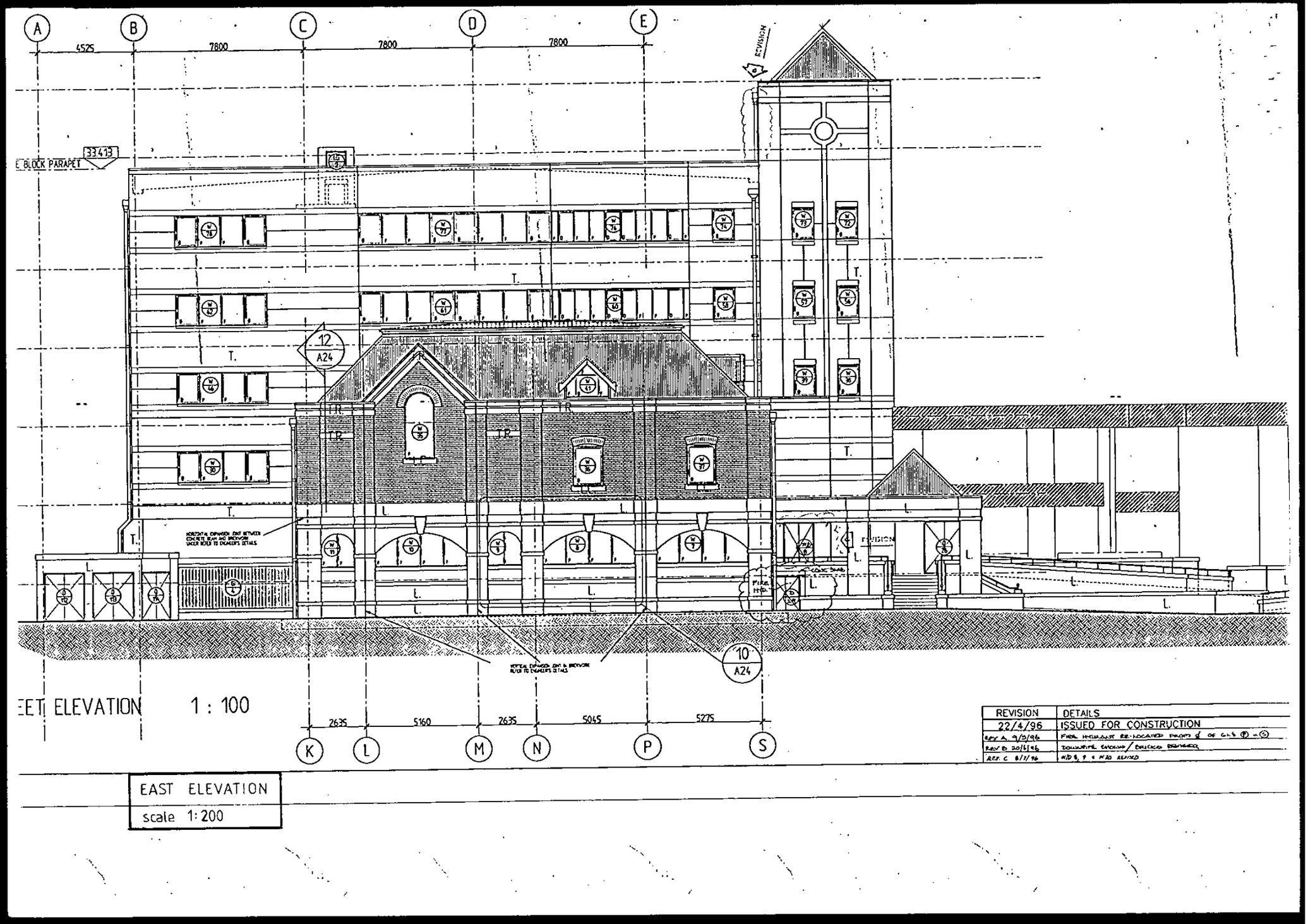

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

SPECIFICATIONS

Walls:

- 100mm smoked grey glazing on lot boundaries abutting common areas (excepting existing concrete walls)

- 102 mm gybrock stud partitioning to STC 46 standards

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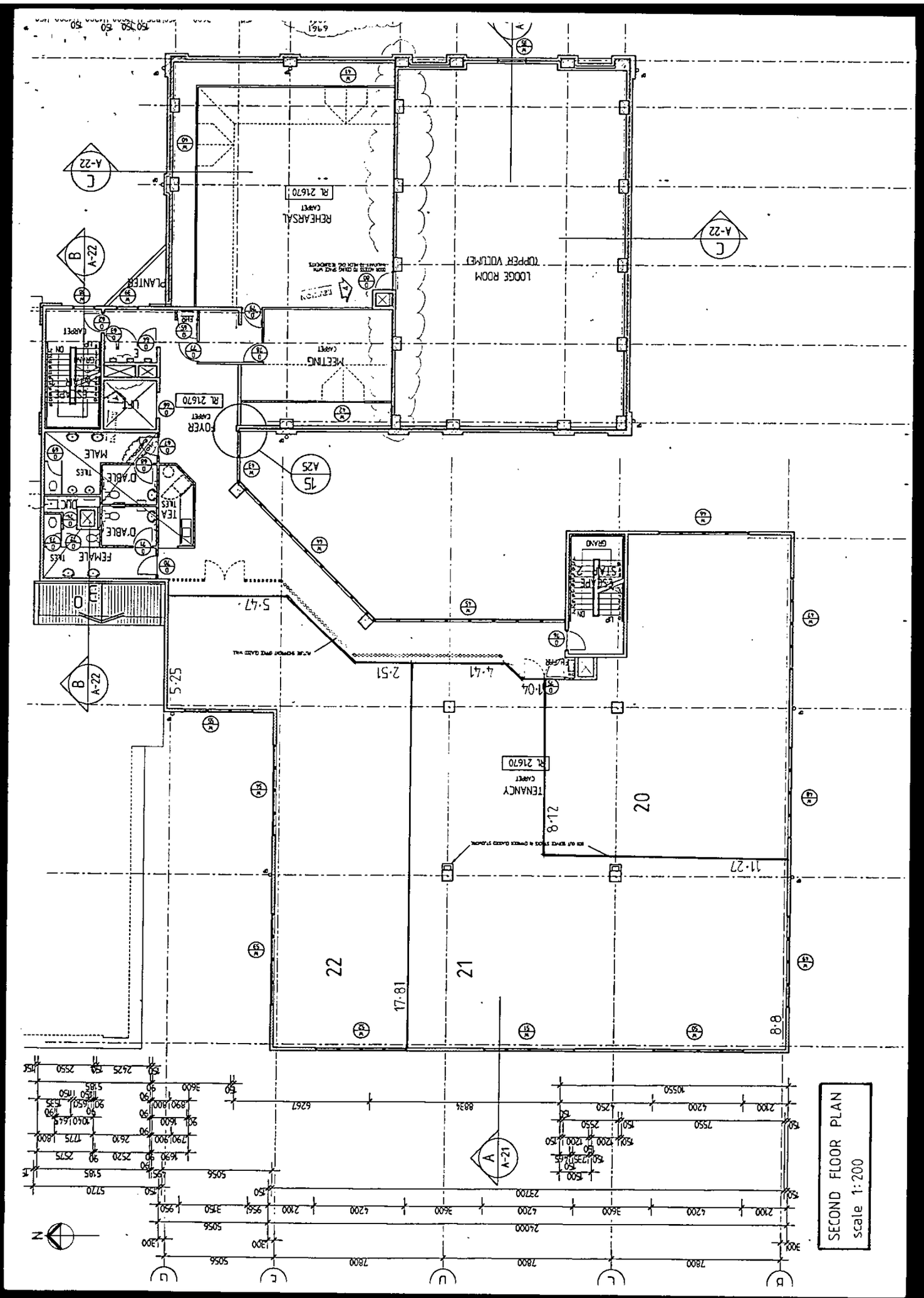

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"MS3"

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Car Bay Allocation
By-Law 21

Car Bay	*Lot Number*		*Car Bay*	*Lot Number*
*1**	*7*		*39*	*2*
*2**	*12*		*40*	*1*
*3**	*1*		*41*	*7*
*4**	*10*		*42*	*6*
*5**	*1*		*43*	*16*
*6**	*1*		*44*	*16*
*7**	*14*		*45*	*13*
*8**	*3*		*46*	*16*
*9**	*4*		*47*	*9*
*10**	*5*		*48*	*10*
*11**	*8*		*49*	*10*
*12**	*18*		*50*	*11*
*13**	*16*		*51*	*11*
*14**	*11*		*52*	*17*
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*28**	*13*		*66*	*15*
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*34**	*2*		*72**	*15*
*35**	*9*		*73*	*15*
*36**	*13*		*74*	*Common*
*37**	*12*		*75**	*19*
*38**	*16*			

** Covered*

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“MS2”

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LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33384806

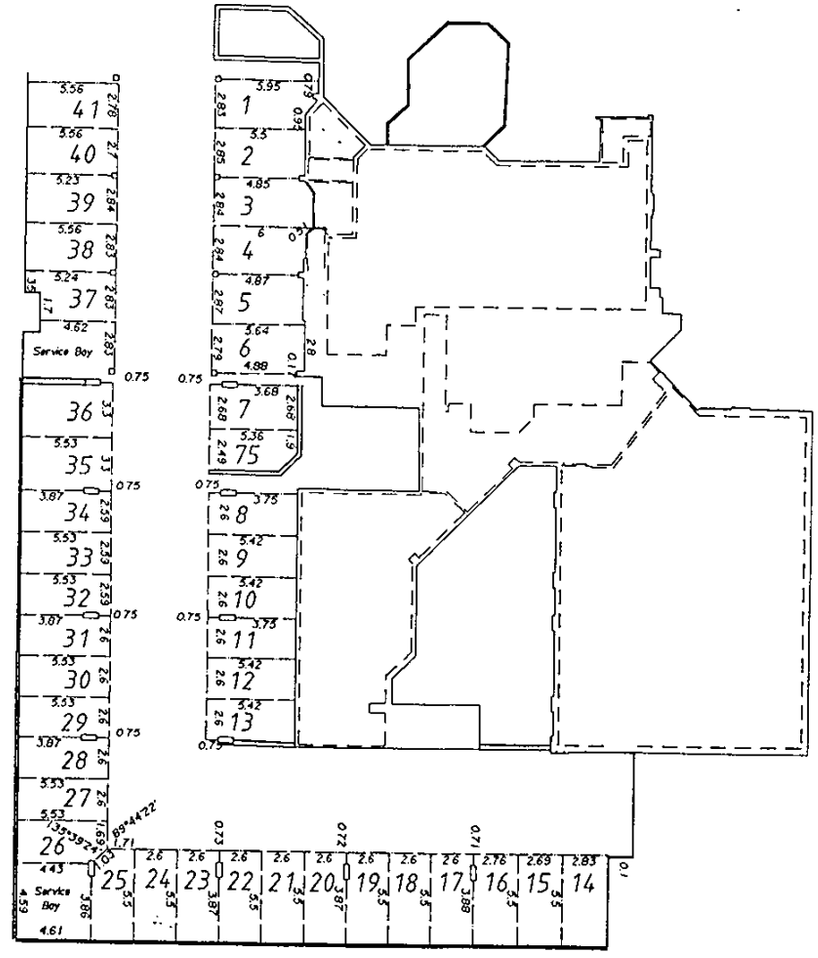
CAR BAYS

SHEET 2 OF 2 SHEETS

*NOTE: THIS PLAN REFERS TO STRATA PLAN _____
THE NUMBERS SHOWN ARE THOSE DEPICTED IN THE BY-LAWS

CAR BAYS
LOWER GROUND FLOOR PLAN

SCALE 1 300



ALL ANGLES ARE 90°
UNLESS SHOWN OTHERWISE
ALL CARBAYS ALIGN WITH CENTRE OF PILLARS
UNLESS SHOWN OTHERWISE

0 10 20 30
METRES

DWG:LGCAR/REV A

LANDGATE COPY OF ORIGINAL NOT TO SCALE Wed Oct 11 14:11:02 2010 JOB 33304000

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 35384806

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CAR BAYS

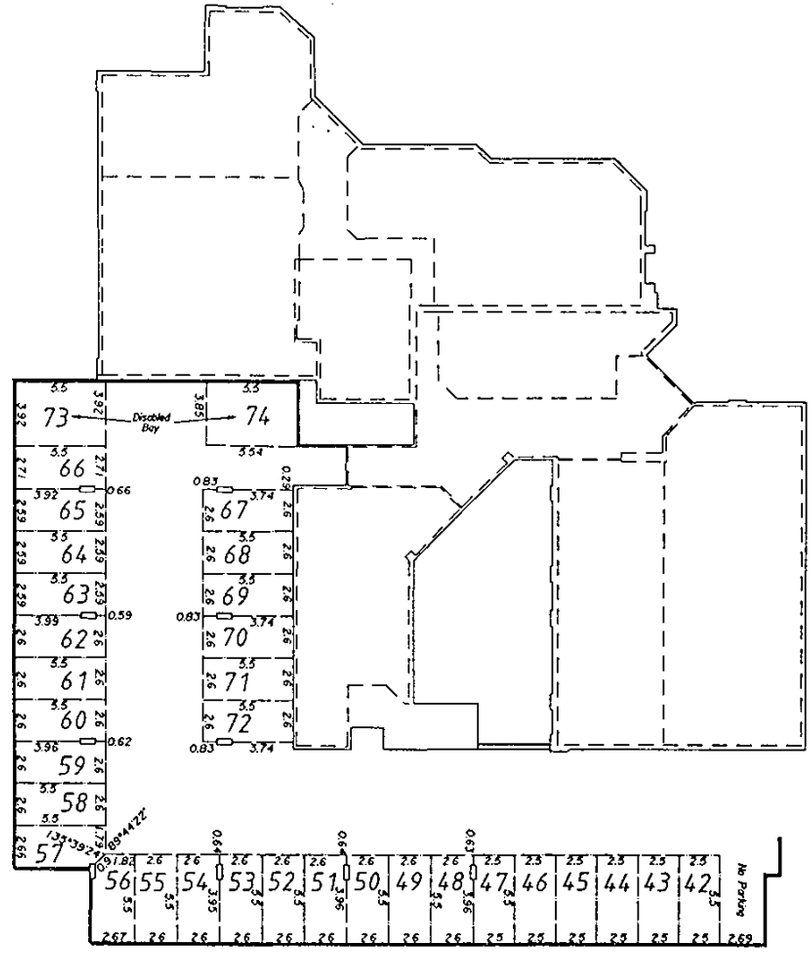
SHEET 1 OF 2 SHEETS

*NOTE: THIS PLAN REFERS TO STATA PLAN _____
THE NUMBERS SHOWN ARE THOSE DEPICTED IN THE BY-LAWS

CAR BAYS

GROUND FLOOR PLAN

SCALE 1 : 300



ALL ANGLES ARE 90°
UNLESS SHOWN OTHERWISE
ALL CARBAYS ALIGN WITH CENTRE OF COLUMNS
UNLESS SHOWN OTHERWISE

0 10 20 30
METRES

DWG/CAR/REV A

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon Oct 11 14:11:02 2010 JOB 33384806

"MS1"

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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.

. 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.

EXAMINED

OFFICE USE ONLY

LODGED BY:

ADDRESS:

PHONE NO:

FAX NO:

REFERENCE NO: SFP: 26175G:gmm:2712

PREPARED BY :Chalmers & Partners

ADDRESS: 6th Floor, 524 Hay Street
Perth WA 6000

PHONE NO: (08) 9 221-1999 FAX NO: (08) 9221-1975

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

TITLES, LEASES, DECLARATIONJS ETC. LODGED HEREWITH

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

Received Items

Nos.

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.

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The schedule "MS2" should be amended to reflect the following alteration of Exclusive Car Bays.

Car Bay	Lot No.
13	24
16	25
17	25
18	26
23	26
38	26
43	24
44	25
46	25
54	25

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45.7.2. The Lot 16 Strata Plan will be in accordance with Sections 8, 8A, 8B and 8C and item 8 of Schedule 2A of the ST Act;

45.7.3. The unit entitlement for each of the lots created on the Lot 16 Strata Plan will be allocated in accordance with the Lot 16 Entitlements.

WARNING

Bylaw 45 is not binding on the Western Australian Planning Commission, Local Government or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving the proposed resubdivision

45.8. Resolutions to be passed at the First Annual General Meeting

The following resolutions are to be passed at the first annual general meeting of the Strata Company to facilitate the requirements of Sections 7, 8A,. 8B, 8C, 20 and item 8 of Schedule 2A of the ST Act namely:

45.8.1. a resolution without dissent to grant approval and permission to the Original Proprietor for the construction of the lots and common property depicted in the Lot 16 Strata Plan in accordance with Section 7 of the ST Act and the Lot 16 Plans and Specifications provided that the Original Proprietor in developing the lots and common property may vary the Plans and Specifications as permitted under Regulation 36 of the ST Act General Regulations;

45.8.2. a unanimous resolution at the completion of the construction referred to in Bylaw 45.8.1 to subdivide the Lot 16 in the Original Strata Plan in accordance with the Lot 16 Strata Plan;

45.8.3. a unanimous resolution to the change of unit entitlements on the subdivision of Lot 16 in the Original Strata Plan in accordance with the Lot 16 Strata Plan so that the unit entitlements for the lots in the Lot 16 Strata Plan shall be the Lot 16 Entitlements;

a resolution without dissent authorising the Council of the Strata Company to execute under seal any documents necessary to effect the Lot 16 Strata Plan and the re-allocation of unit entitlements in accordance with the Lot 16 Entitlements on the completion of the construction referred in sub Bylaw 45.8.1 as may be required to satisfy this Bylaw 45 and the ST Act.

45.9 Amendment to Bylaw 21

Upon registration of the Lot 16 Strata Plan bylaw 21 shall be amended in the following respect:

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(a) if Lot 15 has not been subdivided as provided in Bylaw 44 the proposed unit entitlements for each lot in the Lot 16 Strata Plan and in the scheme as described in annexure "MS8";

(b) otherwise the proposed unit entitlement for each lot in the Lot 16 Strata Plan and in the scheme as described in annexure "MS5";

"Lot 16 Strata Plan" means the strata plan of subdivision subdividing Lot 16 in the Original Strata Plan into lots and common property in the manner substantially in the form depicted in annexure "MS9" hereto.

"Original Strata Plan" means the strata plan lodged with this Management Statement;

45.2. Development on Lot 16.

The Original proprietor may, if the Original Proprietor elects effect a subdivision of Lot 16 in accordance with the Lot 16 Plans and Specifications.

45.3. Development Costs

The Original Proprietor will be responsible for costs associated with the construction and development of the lots the common property on Lot 16 and the registration of the Lot 16 Strata Plan.

45.4. Services

All of the lots created by the Lot 16 Strata Plan will be serviced by sewer, water, power, gas and internal access ways where required.

45.5. Approvals

The Original Proprietor will obtain all the Approvals necessary to complete the development of Lot 16 and to register the Lot 16 Strata Plan.

45.6. Local Government Approval

The development of Lot 16 in accordance with the Lot 16 Plans and Specifications must comply with an existing development approval issued by the Local Authority or such other alternative development approval as the Local Authority may grant and which complies with its Town Planning Scheme and Planning Policies.

45.7. Resubdivision of the Original Strata Plan

45.7.1. When the building works of the development of Lot 16 described in Bylaw 45.2 are completed Lot 16 in the Original Strata Plan will be subdivided to reflect the construction which has taken place. The completed lots are to be in accordance with the Lot 16 Strata Plan;

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44.8.3. a unanimous resolution to the change of unit entitlements on the subdivision of Lot 15 in the Original Strata Plan in accordance with the Lot 15 Strata Plan so that the unit entitlements for the lots in the Lot 15 Strata Plan shall be the Lot 15t Entitlements;

44.8.4. a resolution without dissent authorising the Council of the Strata Company to execute under seal any documents necessary to effect the Lot 15 Strata Plan and the re-allocation of unit entitlements in accordance with the Lot 15 Entitlements on the completion of the construction referred in sub Bylaw 44.8.1 as may be required to satisfy this Bylaw 44 and the ST Act

44.9 Amendment to Bylaw 21

Upon registration of the Lot 15 Strata Plan bylaw 21 shall be deemed to be amended in the following respect.

The schedule "MS2" shall be amended to reflect the following allocation of Exclusive Car Bays.

Car Bay	Lot No.
25	21
61	21
62	21
63	21
64	22
65	23
66	23
69	22
70	22
71	23
72	23
73	22

45. Lot 16 Development

45.1. Definitions

In this Bylaw 45 the following words and phrases have the meanings assigned to them below whether appearing in capitals or not:

"Approvals" means all the approvals required pursuant to the ST Act and all other approvals permits and licences of any local or competent authority which may from time to time be necessary to enable the Original Proprietor to complete the developments contemplated by this Bylaw;

"Lot 16 Plans and Specifications" means the plans and specifications annexed hereto and marked "MS7" for lots and common property in Lot 16;

"Lot 16 Entitlements" means:

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44.5. Approvals

The Original Proprietor will obtain all the Approvals necessary to complete the development of Lot 15 and to register the Lot 15 Strata Plan.

44.6. Local Government Approval

The development of Lot 15 in accordance with the Lot 15 Plans and Specifications must comply with an existing development approval issued by the Local Authority or such other alternative development approval as the Local Authority may grant and which complies with its Town Planning Scheme and Planning Policies.

44.7. Resubdivision of the Original Strata Plan

44.7.1. When the building works of the development of Lot 15 described in Bylaw 44.2 are completed Lot 15 in the Original Strata Plan will be subdivided to reflect the construction which has taken place. The completed lots are to be in accordance with the Lot 15 Strata Plan;

44.7.2. The Lot 15 Strata Plan will be in accordance with Sections 8, 8A, 8B and 8C and item 8 of Schedule 2A of the ST Act;

44.7.3. The unit entitlement for each of the lots created on the Lot 15 Strata Plan will be allocated in accordance with the Lot 15 Entitlements.

WARNING

Bylaw 44 is not binding on the Western Australian Planning Commission, Local Government or any other public or statutory authority. Any of these authorities may not approve, or may require changes before approving the proposed resubdivision

44.8. Resolutions to be passed at the First Annual General Meeting

The following resolutions are to be passed at the first annual general meeting of the Strata Company to facilitate the requirements of Sections 7, 8A,. 8B, 8C, 20 and item 8 of Schedule 2A of the ST Act namely:

44.8.1. a resolution without dissent to grant approval and permission to the Original Proprietor for the construction of the lots and common property depicted in the Lot 15 Strata Plan in accordance with Section 7 of the ST Act and the Lot 15 Plans and Specifications provided that the Original Proprietor in developing the lots and common property may vary the Plans and Specifications as permitted under Regulation 36 of the ST Act General Regulations;

44.8.2. a unanimous resolution at the completion of the construction referred to in Bylaw 44.8.1 to subdivide the Lot 15 in the Original Strata Plan in accordance with the Lot 15 Strata Plan;

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other than the Restaurant Lot and then multiplied by the unit entitlement of the Proprietor as shown on the Strata Plan.

44. Lot 15 Development

44.1. Definitions

In this Bylaw 44 the following words and phrases have the meanings assigned to them below whether appearing in capitals or not:

"Approvals" means all the approvals required pursuant to the ST Act and all other approvals permits and licences of any local or competent authority which may from time to time be necessary to enable the Original Proprietor to complete the developments contemplated by this Bylaw;

"Lot 15 Plans and Specifications" means the plans and specifications annexed hereto and marked "MS3" for lots and common property in Lot 15;

"Lot 15 Entitlements" means:

(a) if Lot 16 has not been subdivided as provided in Bylaw 45 the proposed unit entitlements for each lot in the Lot 15 Strata Plan and in the scheme as described in annexure "MS4";

(b) otherwise the proposed unit entitlements for each lot in the Lot 15 Strata Plan and in the scheme as described in annexure "MS5";

"Lot 15 Strata Plan" means the strata plan of subdivision subdividing Lot 15 in the Original Strata Plan into lots and common property in the manner substantially in the form depicted in annexure "MS6" hereto.

"Original Strata Plan" means the strata plan lodged with this Management Statement;

44.2. Development on Lot 15.

The Original proprietor may, if the Original Proprietor elects effect a subdivision of Lot 15 in accordance with the Lot 15 Plans and Specifications.

44.3. Development Costs

The Original Proprietor will be responsible for costs associated with the construction and development of the lots the common property on Lot 15 and the registration of the Lot 15 Strata Plan.

44.4. Services

All of the lots created by the Lot 15 Strata Plan will be serviced by sewer, water, power, gas and internal access ways where required.

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such increase shall be paid by and apportioned between those Proprietors having possession or control or the use or benefit of any such machines appliances or things.

42. Recovery of Costs by Strata Company

42.1. Where a Bylaw provides that a proprietor shall reimburse the costs or expenses of or compensate the Strata Company, the Strata Company may in the event that a Proprietor fails to pay an amount due to the Strata Company fourteen (14) days after written demand has been served on the Proprietor recover such costs or expenses or compensation, subject to the ST Act in a court of competent jurisdiction.

43. Levies

43.1. For the purpose levying contributions for administrative expenses on proprietors this Bylaw shall apply in lieu of that for the method provided in Section 36(1) of the Strata Titles Act 1985 as amended.

43.2. In this Bylaw:-

"General Expenses" means all those expenses which are for the control and management of the common property, for the payment of insurance and the discharge of any other obligations of the Strata Company other than the lift expenses;

"Lift Expenses" means those expenses of the Strata Company which relate wholly or predominantly to the operation, maintaining renewal and repair of the Lift in the building on the Strata Plan;

"Lot 1 Proprietor" means the proprietor of the Restaurant Lot;

"Restaurant Lot" means Lot 1 on the Strata Plan intended for use as a restaurant/cafe'

43.3. The Strata Company shall prepare separate levy contributions to recover:-

43.3.1. General Expenses;

43.3.2. Lift Expenses.

43.4. The Strata Company shall levy contributions for General Expenses in accordance with bylaw 43.5.

43.5. The Strata Company shall levy contributions for Lift Expenses in accordance with bylaw 43.7.

43.6. Each Proprietor shall pay so much of the General Expenses as is the sum of the General Expenses divided by the total unit entitlement of all the lots as shown on the Strata Plan and then multiplied by the unit entitlement of the Proprietor as shown on the Strata Plan.

43.7. Each Proprietor other than the Lot 1 Proprietor shall pay so much of the Lift Expenses as equals the sum of the Lift Expenses divided by the total unit entitlement of all lots as shown on the Strata Plan

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40.3.9. to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;

40.3.10. to provide, so far as is reasonable, any assistance to the Strata Company and the members of its Council;

40.3.11. to take possession of and care for the records and documents of the Strata Company;

40.3.12. implement credit control procedures in respect of maintenance contributions and advise regarding recovery;

40.3.13. have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or imposed by this Bylaw;

40.3.14. generally implement the decisions of the Strata Company and its Council;

40.3.15. to make applications and submissions to the Strata Titles Referee and the Local Authority on behalf of the Strata Company;

40.3.16. to attend on behalf of the Strata Company and to the extent permitted by law to represent the Strata Company at any hearing conducted by a Strata Titles Referee or any Tribunal or Court;

40.3.17. to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the Strata Company;

40.3.18. to arrange other than normal day to day maintenance, repair and replacement of the property vested in the Strata Company;

40.3.19. to liaise with Architects, Engineers, Surveyors, Builders and the like in relation to any work carried out on the Land;

40.3.20. on behalf of the Council the power and authority to approve suitable signs that shall be in keeping and harmonious with the Scheme.

41. Insurance Rates

41.1. Nothing shall be done or kept on a Lot or within the Scheme which will increase the rate of insurance on any property insured by the Strata Company without the approval of the Council nor shall anything be done or kept on a Lot or within the Scheme which would result in the cancellation of insurance on any property insured by the Strata Company or which would be in violation of any law.

41.2. If by reason of any machine, appliance or other thing brought upon or installed upon a Lot or the Scheme by any Proprietor the amount of any insurance premium is increased then the amount of

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40. Strata Company Management

40.1. The Strata Company may appoint from time to time a Strata Company Manager upon such terms and conditions as are usual for such appointment.

40.2. Unless otherwise provided in the Bylaws the Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Company Manager (to the extent that the same are capable of being delegated).

40.3. The Strata Company Manager shall have the following powers, authorities, duties and functions, in addition to those conferred at the General Meeting of the Strata Company:

40.3.1. to arrange as required by the Strata Company normal day to day maintenance, repair and replacement of any personal property vested in the Strata Company, but excluding any special attendance at the Land and Common Property for this purpose;

40.3.2. to inspect the improvements within the Scheme on at least twelve (12) occasions in each year;

40.3.3. arrange and attend the Annual Meeting and not less than one other meeting (of the Strata Company or Council) during any yearly period;

40.3.4. act upon request by, or in the absence of, the chairman;

40.3.4.1. as chairman of any meeting of the Strata Company, or;

40.3.4.2. its Council if so agreed by all the members of the Council present at the meeting;

40.3.4.3. to ensure that insurances are effected and promptly renewed in accordance with ST Act and make all necessary insurance claims;

40.3.5. as agent of the Strata Company to engage or employ and supervise the Caretaker and any employees authorised by the Strata Company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any Caretaker, employees or contractors of the Strata Company and complete and submit any returns in respect thereof;

40.3.6. to arrange for the preparation and submission of income and other taxation returns on behalf of the Strata Company and accept appointment as the public officer of the Strata Company;

40.3.7. to disburse monies in accordance with the ST Act and the terms of the Bylaws;

40.3.8. to maintain the records of the Strata Company required by law;

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36. Fire Proofing

36.1. A Proprietor shall ensure that adequate fire protection exists within their Lot and the Premises and is maintained at their cost so as to prevent the spread of fire into any adjoining Lot or the Common Property.

36.2. For the purpose of this Bylaw 38 adequate fire protection shall consist of:

36.2.1. a carbon dioxide type fire extinguisher;

36.2.2. smoke detector alarms.

37. Floor Loading

37.1. Neither a Proprietor nor a Proprietor's Invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a Lot or the Premises.

38. Rules

38.1. 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:

38.2. the affixing of external aerials;

38.3. visitors' vehicle parking;

38.4. security;

38.5. use of gateways and passageways;

38.6. rubbish collection;

38.7. advertising and signs;

38.8. charges relating to access control readers and card costs;

38.9. A Proprietor and a Proprietor's Invitees will comply at all times with the Rules.

39. Penalty for Breach of Bylaws

39.1. Any person who breaches any Bylaw is, subject to section 42A(2) of the ST Act, liable to pay a penalty of $400.00 or such other amount as is prescribed by the ST Act from time to time.

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30. Signs

30.1. No sign or billboard of any kind shall be displayed within public view on any portion of a Lot without the prior written consent of the Council which consent may be granted or withheld at the absolute discretion of the Council and otherwise on such terms and conditions as the Council determines (if any). Nothing in this Bylaw shall prevent the Original Proprietor from displaying "For Sale" signs within the Scheme.

31. Antenna

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

32. Temporary Building

32.1. No temporary outbuilding, shed or any other building or improvement of any kind shall be placed upon any part of the Scheme, except with the prior written approval of the Strata Company.

32.2. No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent residence within the Scheme.

33. Moving Furniture

33.1. Neither a Proprietor nor a Proprietor's Invitees shall move any furniture or large object through or within the Scheme unless they have first given to the Strata Company sufficient notice of their intention to do so and shall ensure that no damage is caused to the Common Property.

34. Floor Coverings

34.1. A Proprietor shall ensure that all floor space within the Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Proprietors of other Lots.

35. Cleaning Windows

35.1. Without derogating from the generality of Bylaw 18 a Proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the Lot and all roof and skylight windows (if applicable) including so much thereof as is Common Property.

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26. Proprietor to advise of Defects

26.1. A Proprietor shall give the Strata Manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his Lot or Premises or the Common Property which comes to his knowledge.

26.2. The Strata Company shall have authority to enter upon any Premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to Common Property as may be necessary.

27. Damage to Common Property

27.1. Should any damage be caused to any part of the Common Property by any Proprietor or Proprietor's Invitees then the Proprietor shall be responsible for the cost to the Strata Company of making good such damage.

28. Instructing Contractors by Proprietors

28.1. Neither a Proprietor nor a Proprietor's Invitee shall instruct any contractor or workmen employed by the Strata Company unless authorised to do so by the Strata Manager.

28.2. If a Proprietor or Proprietor's Invitees instructs a contractor or workmen without authorisation the Proprietor shall be responsible for the payment to the Strata Company of any additional cost or expense to the Strata Company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.

29. Garbage Disposal

29.1. A Proprietor shall:

29.1.1. maintain on his Lot or on such part of the Common Property as may be designated by the Strata Company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;

29.1.2. ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;

29.1.3. comply with all Local Authority bylaws regulations and ordinances relating to the disposal of garbage;

29.1.4. ensure that the health, hygiene and comfort of other Proprietors is not adversely affected by the disposal of the Proprietor's garbage.

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23.1.6. use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using Common Property;

23.1.7. shall be adequately and appropriately clothed when upon Common Property;

23.1.8. ride bicycles, skateboards or rollerblades or like equipment on any portion of the Common Property;

23.1.9. without the written consent of the Strata Company, maintain within his Premises anything visible from outside his Premises which is not in keeping with the amenity or reputation of the Scheme.

24. Vehicles

24.1. Neither a Proprietor nor a Proprietor's Invitee shall:

24.1.1. drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;

24.1.2. conduct repairs on or restoration to any vehicle, on any portion of the Common Property or Premises or on any Lot;

24.1.3. park or stand any vehicle upon those portions of the Common Property not allocated for that purpose, except with the prior written approval of the Strata Company;

24.1.4. use any part of the Common Property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;

24.1.5. park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the Common Property.

25. Responsibility for Proprietor's Invitees

25.1. A Proprietor shall:

25.1.1. take reasonable steps to ensure that the Proprietor's Invitees observe and comply with the Bylaws and if the Proprietor is unable to ensure such compliance then the Proprietor upon written notice from the Strata Company must take reasonable steps to have the Proprietor's Invitees leave the Scheme;

25.1.2. compensate the Strata Company for any damage, loss, expense or claim occasioned by the Strata Company and caused or contributed to by the Proprietor's Invitees.

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21.5. A Proprietor shall not erect any form of structure within or on the boundary of any part of a Proprietor's Car Bay which may prevent access to a contiguous car bay.

22. Name of Building

22.1. The Strata Company grants to the Proprietor from time to time of lot 17 in the scheme the right to adopt and apply that Proprietor's name or such other name as that Proprietor, acting reasonably, may elect and the style of presentation of that name to the building comprised in the Strata Plan.

22.2. The name and style adopted under this Bylaw shall at all times be in a manner and style permitted by law and all authorities whose consent to the same is required.

22.3. Any use by the Strata Company of the name and style adopted in accordance with this Bylaw shall not entitle the Strata Company to any rights over or with respect to the said name and style or the use thereof except only in respect of the building.

22.4. The Strata Company shall affix in a prominent place on the building a sign or signs of a size clearly visible from outside the scheme marked with the name and style nominated in accordance with this Bylaw. The Strata Company shall pay all costs incurred in affixing and maintaining such sign or signs

23. Behaviour

23.1. A Proprietor shall not:

23.1.1. use his Premises or any part of the Common Property for any purpose which may be a breach of the Bylaws, the regulations or bylaws of the Local Authority or any other governmental regulation or law;

23.1.2. obstruct the lawful use of the Common Property (other than his Exclusive Use Property and his Proprietor's Car Bay) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exists, access roads, pathways, of any Lot or any part of the Common Property (other than his Exclusive Use Property and his Proprietor's Car Bay) to any person lawfully using the same;

23.1.3. deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the Common Property;

23.1.4. make undue noise in or about the Common Property that disturbs any other person or that contravenes the regulations, or bylaws of the Local Authority or any other governmental regulation or law;

23.1.5. permit any child of whom he has control to play upon Common Property unless accompanied by an adult person exercising effective control;

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20. Exclusive Use

20.1. In this Bylaw "Exclusive Use Property" means every portion of Common Property comprising decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a Proprietor's Lot.

20.2. The Strata Company grants to each Proprietor who signs a written consent in a form reasonably required by the Strata Company exclusive use of the Exclusive Use Property relevant to the Proprietor's Lot.

20.3. The Strata Company may withdraw the exclusive use rights or any part thereof described in this Bylaw 20 if seven (7) days after service of a written notice from the Strata Company a Proprietor fails to maintain and repair or replace the Exclusive Use Property in accordance with Bylaw 18.

20.4. Should a Proprietor fail to comply with a notice served by the Strata Company pursuant to Bylaw 20.3 then the Strata Company may at the Proprietor's cost enter the Proprietor's Lot or his Premises for the purpose of maintaining and repairing or replacing the Proprietor's Exclusive Use Property.

21. Car Parking

21.1. In this Bylaw:

21.1.1. "Car Bays" means the car bays identified on the plan annexed hereto marked MS1;

21.1.2. "Exclusive Car Bay" means each of those car bays on the common property identified in the schedule annexed hereto marked MS2;

21.1.3. "Proprietors Car Bay" means the Exclusive Car Bay allocated to the Proprietor's Lot on the schedule annexed hereto marked "MS2".

21.2. Subject to the payment by the Proprietor of One Hundred Dollars ($100.00) per annum the Strata Company grants exclusive use of the Proprietors Car Bay to the Proprietor.

21.3. The Strata Company may withdraw the exclusive use rights or any part thereof described in this Bylaw 21 if seven (7) days after service of a written notice from the Strata Company a Proprietor fails to keep in good and serviceable repair, properly maintain and where necessary renew and replace the Proprietor's Car Bay or any part thereof.

21.4. Should a Proprietor fail to comply with a notice served by the Strata Company pursuant to Bylaw 21.3 then the Strata Company may at the Proprietor's cost enter the Proprietor's Car Bay for the purpose of maintaining and repairing or replacing the Proprietor's Car Bay or any part thereof.

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19.1.2. obtained the consent of the Strata Company if the structural alterations are prescribed improvements within the meaning of Section 7 of the ST Act;

19.1.3. given to the Strata Company at least fourteen (14) days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Authority pursuant to Bylaw 19.1.1;

19.1.4. indemnified the Strata Company in respect of any cost expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity shall be in writing in a form reasonably required by the Strata Company and prepared at the cost of the Proprietor.

19.2. In causing or allowing any structural alterations building or associated works of any kind to be carried out on his Lot, a Proprietor shall ensure:

19.2.1. that all tradesman's vehicles are parked, stored or kept within the Proprietor's Lot or the Proprietor's Car Bay

19.2.2. that no refuse, rubbish, trash or building materials are stored on or within any part of the Common Property;

19.2.3. that no security door or gate within the Scheme remains open while the works are carried out;

19.2.4. that any Common Property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;

19.2.5. that access to or egress from the Lot by all tradesman bringing materials to the Lot for the purpose of carrying out the works is pre-arranged with the Strata Company Manager;

19.2.6. that no noxious or offensive activity shall be carried on upon his Lot between the hours of 5:00 p.m. and 8:30 a.m. nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this Bylaw 19;

19.2.7. that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the Lot.

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17.11.2. be liable if any installations by the Proprietor result in overloading equipment:

17.11.2.1. for the costs of repairing any damage;

17.11.2.2. for ensuring that any equipment forming part of common property is repaired and restored to working order;

17.11.2.3. if necessary, to disconnect the Proprietor's installation or alter or upgrade the electrical supply system at the Proprietor's cost in order that it will suffice for the additional load imposed by the Proprietor's installations

17.12. The Proprietor shall at the Proprietor's expense:

17.12.1. take reasonable action to secure the lot against unauthorised entry whilst the lot is unoccupied;

17.12.2. securely lock and fasten external doors and windows in the lot whilst the lot is unoccupied;

17.12.3. keep the lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any discarded rubbish papers cartons boxes containers outside the lot only in those areas and at those times and for those periods from time to time prescribed for that purpose by the Council;

17.12.4. keep the lot free and clear of all rodents vermin insects birds animals termites and other pests and if the Proprietor fails to do so the Proprietor shall if and so often as necessary employ pest exterminators approved by the Council to carry pout the necessary work.

18. Repair and Maintenance of Premises

18.1. A Proprietor shall at the Proprietor's cost:-

18.1.1. maintain his Premises in a good state of repair and condition

18.1.2. maintain his Premises in a clean condition free from all vermin and insects;

18.1.3. replace in a timely fashion all those parts of his Premises which are beyond repair or which may become a nuisance or a hazard;

19. Alterations

19.1. A Proprietor shall not commence any structural alterations building or associated works of any kind to his Lot before he has:-

19.1.1. obtained all the necessary approvals and permits of the Local Authority

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17.6.5. use a lot in a noisy or in any other manner which would cause damage, nuisance or disturbance to other lot proprietors or to the owners or occupiers of adjoining properties;

17.6.6. use a lot in an excessively noisy or noxious or offensive manner;

17.6.7. use plant or machinery in the lot so as to constitute a nuisance or disturbance to other lot proprietors due to noise vibration odours or otherwise.

17.7. The Proprietor shall conduct its business in an orderly and reputable manner, consistent with the standard and quality of the scheme.

17.8. The Proprietor shall not bring into store or use in the lot any inflammable dangerous or explosive substances such as acetylene, industrial alcohol, burning fluids and chemicals, including for the heating or lighting of the lot unless the use of such substances constitutes proper conduct of the proprietor's business and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.

17.9. The Proprietor shall keep a lot clean and:

17.9.1. have the floor and the interior of a lot cleaned each business day;

17.9.2. have the fittings, equipment and furnishing cleaned as frequently as required to maintain them in a clean condition;

17.9.3. not allow the accumulation of useless property or rubbish in a lot;

17.9.4. provide a sanitary hygiene service to female toilets.

17.10. The Proprietor shall:-

17.10.1. not use the toilets, sinks, drainage and plumbing on the lot for purposes other than those for which they were designed;

17.10.2. not place in any of those facilities rubbish, chemicals contaminated and other substances which they are not designed to receive or which would infringe health or environmental regulations;

17.10.3. repair any damage caused to any of those facilities by breach of sub bylaw 17.10.1 or 17.10.2.

17.11. The Proprietor shall:

17.11.1. not install any electrical equipment which will overload the cables switchboards and other equipment that supplies electricity to the scheme or to the lot;

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16.4.2. bind a Proprietor's Invitees.

16.5. Inconsistency

To the extent the Additional Bylaws are inconsistent with the Bylaws contained in Schedule 1 of the ST Act, the Additional Bylaws shall prevail;

17. Use of Premises

17.1. A Proprietor may not use his Lot as a residence.

17.2. The Proprietor shall only conduct business in a lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted on the lot.

17.3. The Proprietor must, at his expense, ensure that all approvals, consents and licences required by the Proprietor for the conduct of the business and use of the lot are obtained and maintained at all times and that all their conditions are observed. The Proprietor will provide copies of all approval consents and licences aforesaid upon demand of the Strata Company.

17.4. The Proprietor shall at his expense observe and comply with all laws and requirements relating to:-

17.4.1. the use and occupation of a lot for the use intended by the Proprietor;

17.4.2. a lot by reason of the number and the sex of the proprietor's employees and other persons working in or entering the lot;

17.4.3. the fixtures, fittings, machinery, plant and equipment in the lot;

17.4.4. occupational health, safety and environmental matters;

17.4.5. the provision of fire fighting equipment including if necessary the provision of fire extinguishers and fire blankets.

17.5. The Proprietor shall comply with the notices or requirements of the relevant authorities regarding the matters in Bylaw 17.4.

17.6. The Proprietor shall not:-

17.6.1. allow a lot to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;

17.6.2. use or permit any part of a lot to be used as sleeping quarters or for residence;

17.6.3. keep any animals in a lot;

17.6.4. hold or permit any auction or public meeting in the lot;

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"Rules" means the rules adopted by the Strata Company from time to time pursuant to Bylaw 42;

"Scheme" means the strata scheme constituted upon registration of the Strata Plan;

"ST Act" means the Strata Titles Act 1985 as amended;

"Strata Company" means the strata company constituted by the registration of the Strata Plan to be known as the Proprietors of Midland Professional Centre followed by the number allocated by the Department of Land Administration in respect of the Strata Plan;

"Strata Company Manager" means the person who is appointed from time to time as Strata Company Manager pursuant to Bylaw 40;

"Strata Plan" means the strata plan and any re-subdivision thereof registered from time to time in respect of the Land.

16.2. Interpretation

In the Additional Bylaws:-

16.2.1. Reference to any statute or statutory provision includes a reference to:

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

16.2.1.2. all statutory instruments or orders made pursuant to it.

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

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

16.2.4. Headings are inserted for convenience only and shall not affect the construction or interpretation of the Additional Bylaws

16.3. Severability

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

16.4. Application

The Additional Bylaws:-

16.4.1. apply in respect of the Common Property and all Lots; and

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SCHEDULE

16. Preliminary

16.1. Definitions

The following words have these meanings in these Additional Bylaws unless the contrary intention appears:

"Additional Bylaws" means these Bylaws 16 to 45 inclusive;

"Bylaws" means the Bylaws adopted by the Strata Company from time to time;

"Common Property" has the same meaning as in the ST Act;

"Council" means the Council of the Strata Company established pursuant to the Bylaws;

"Fixtures and Fittings" means any fixtures and fittings in or about a Lot;

"Insured Risk" means fire, lighting, explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquakes, storm, tempest, floor, bursting and overflowing of water pipes. Tanks and other apparatus and impact by road vehicles and such other risks as the Strata Company may from time to time insure against;

"Land" means all the land comprised in the Strata Plan;

"Local Authority" means the City of Swan or such other local authority as may from time to time have jurisdiction over the Land;

"Lot" or "lot" means a strata lot formed upon registration of the Strata Plan;

"Original Proprietor" means the registered proprietor of the parcel that is the subject of the Scheme at the time of registration of the Strata Plan and includes in respect of a vacant lot the successor in title of the Original Proprietor.;

"Proprietor" means the proprietor from time to time of a Lot and the Proprietor's successors in title, personal representative, permitted assigns and transferees or registered mortgagee in possession;

"Proprietor's Invitee" means each of the Proprietor's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a Lot or the Common Property with the consent (express or implied) of a Proprietor;

"Premises" means the Proprietor's Lot together with the fixtures and fittings and that portion of the Common Property which is Exclusive Use Property and a Proprietor's Car Bay

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~~Encumbrance: Caveat H592054~~

SIGNED SEALED and DELIVERED)
by Paul Gerard O'Brien as attorney)
for **OPTUS MOBILE PTY LIMITED**)
ACN 054 365 696 who declares that he)
is its company secretary under Power)
of Attorney Registered No G886420 in)
the presence of:)

Signature of Witness

Company Secretary

Name of Witness (Print)

Name of Company Secretary (print)

Address of Witness

THE COMMON SEAL of **OPTUS MOBILE**)
PTY LIMITED ACN 054 365 696)
is fixed to this document in accordance)
with its constitution in the presence of:)

Signature of director

Signature of director/company secretary
(please delete as applicable)

Name of director (print)

Name of director/company secretary

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Signed by persons having registered interests and caveators (if any)

Encumbrance: Caveat H324507

SIGNED for and on behalf of the Minister)
for Works by PAUL SCHAPPER,)
Executive Director for the time being of)
the Department of Contract and)
Management Services acting under)
delegated authority pursuant to Section 5A)
of the Public Works Act 1902)
in the presence of:

Paul Schapper

Witness

Encumbrance: Caveat F547577

SIGNED for and on behalf of the Minister)
for Works by PAUL SCHAPPER,)
Executive Director for the time being of)
the Department of Contract and)
Management Services acting under)
delegated authority pursuant to Section 5A)
of the Public Works Act 1902)
in the presence of:

Paul Schapper

Witness

Encumbrance: Caveat H592054

SIGNED SEALED AND DELIVERED by)
_____ as attorney for Optus)
Mobile Pty Ltd ACN 054 365 696 under)
Power of Attorney Registered No._____)
in the presence of:

_____

Witness

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FORM B2

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

(Note 1)

FORM 25

STRATA TITLES ACT 1985

SECTION 5C(1)

THE OWNERS OF MIDLAND PROFESSIONAL CENTRE

STRATA PLAN NO. 39733

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
The Grand Lodge of Western Australia of Antient Free and Accepted Masons Incorporated

(Description of parcel the subject of the Plan)
Lot 302 Deposited Plan 91292

This Management Statement lodged or to be lodged with a strata plan in respect of the above land sets out the bylaws of the strata company or amendments to the bylaws contained in schedule 1 and schedule 2 of the Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

1. The Schedule 1 Bylaws are amended and repealed or added to as follows:-

   The bylaws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are added to by the adoption of the additional Schedule 1 Bylaws numbered 16 to 49 inclusive as appears in the Schedule hereto.

2. The Schedule 2 Bylaws are amended, repealed or added to as follows:-

   The Bylaws in Schedule 2 to the Act are repealed.

Dated this 30th day of JANUARY 2001 ~~2000~~. (SEE FAX)

THE COMMON SEAL OF
The Grand Lodge of Western Australia
of Antient Free and Accepted Masons
Incorporated (ABN 48 704 028 734)
was hereunto affixed by authority of the
Directors
in the presence of

THE GRAND LODGE
OF WESTERN AUSTRALIA OF
ANTIENT FREE AND ACCEPTED
MASONS INCORPORATED
Common Seal

Director

Director/Secretary

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Guardian Finance Corporation

Suite 7
95 Hay Street
Subiaco WA 6008
All correspondence:
PO Box 335
West Perth WA 6872

Tel: (08) 9381 8555
Fax: (08) 9388 2748

A B N 37 065 675 315

5th April 2001.

Dept. of Land Administration
PO Box 2222
MIDLAND WA 6936.

Attention: Mr Jim Peter

Dear Jim,

Re: Midland Professional Centre

Please be advised that the holder of this letter, namely Fasta Couriers, have been given authority for them to pick up the issuing Strata Titles involving the Midland Professional Centre, as previously arranged and discussed.

If there is any further clarification required, in regards to this matter, you can ring me on 0411 228555. Once again, our appreciation for your assistance.

Yours faithfully,

DONALD J. SMITH
Manager.

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Guardian Finance Corporation

Suite 7
95 Hay Street
Subiaco WA 6008
All correspondence:
PO Box 335
West Perth WA 6872

Tel: (08) 9381 8555
Fax: (08) 9388 2748

A B N 37 065 675 315

5th April 2001.

Dept. of Land Administration
PO Box 2222
MIDLAND WA 6936.

Fax No. 9273 7668

Attention: Mr Jim Peter

Dear Jim,

Re: Midland Professional Centre

Following our discussion, we confirm our response to your questions.

1. The Management Statement was executed prior to the completion of the Caveat, dated 1st February 2001. For the purpose of dating therefore, we can confirm a date of 30th January 2001.

2. Under separate cover, original copies of the Valuers Certificates will be forwarded to you during the course of the afternoon.

As discussed at the time of our telephone call, for the convenience of commercial settlements and requirements for this dealing to complete, we would ask for your consent to allow for a courier, under our direction to pick up the titles from yourself, during the course of tomorrow afternoon. Accordingly, we provide this letter as our authorisation for this arrangement to take place. The couriers will be Fasta Couriers, and we will provide them a letter of authority that will be addressed and directed to yourself and booked out for say 2.00pm tomorrow. If this time is not convenient, perhaps you could let me know, however, by booking them in advance, at least we know that they will be there in time.

Once again, in the circumstance of this particular dealing, your co-operation has been very much appreciated.

Yours faithfully,

DONALD J. SMITH
Manager.

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