

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2917

Folio

915

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 16 ON STRATA PLAN 63644

TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

AS JOINT TENANTS

(T P730370) REGISTERED 3/10/2023

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. **L821780** MEMORIAL. HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 29/12/2011.
3. **N491123** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 23/11/2016.
4. **N491124** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 23/11/2016.
5. **N491125** MEMORIAL. HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 23/11/2016.
6. **Q075770** MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 24/7/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP63644
PREVIOUS TITLE: 2821-239
PROPERTY STREET ADDRESS: **UNIT 16 36 QUEEN VICTORIA ST, FREMANTLE.**
LOCAL GOVERNMENT AUTHORITY: CITY OF FREMANTLE

STRATA PLAN 63644 SHEET 1 OF 15 SHEETS		EASEMENT BENEFIT (FOR BUILDING MAINTENANCE PURPOSES) SEE DP70561 AND INSTRUMENT M122538. EASEMENT BENEFIT [FOR BUILDING MAINTENANCE PURPOSES] SEE DP74213 AND INSTRUMENT M122539.		VER. 2	AMENDMENT AUDIT REQUIREMENTS	AUTHORISED BY H.M. MARTIN	DATE 06/01/2017
PLAN OF LOT 20 ON DP 70560 CERTIFICATE OF TITLE VOL 2821 FOL 239 LOCAL GOVERNMENT CITY OF FREMANTLE FIELD RECORD 137216 (SAM 5114)		FOR ALL BUILDING OFFSETS AND ENCROACHMENTS SEE SHEET 15		FOR INTERESTS AND NOTIFICATIONS SEE SHEET 14			
NAME OF SCHEME HEIRLOOM		ADDRESS OF PARCEL 36 QUEEN VICTORIA STREET, FREMANTLE, WA 6160		FOR INTERESTS AND NOTIFICATIONS SEE SHEET 14			
MANAGEMENT STATEMENT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		SURVEYOR'S CERTIFICATE - REG 54 I, HANNAH M. MARTIN do hereby certify that this plan is accurate and is a correct representation of the: (a) *survey; and/or (b) *calculations from measurements recorded in the field records, (* delete if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. Hannah M Martin 2017/21/06 11:51:46 +0800		DATE 22-11-2016 LODGED \$13424.50 DATE 22-11-2016 FEE PAID ASSESS No. 129224			
P.M. FRESSANGES EXAMINED 6-1-2017 DATE		WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 258(2) of Strata Titles Act 1985		PLAN APPROVED 6-1-2017 DATE			
INSPECTOR OF PLANS AND SURVEYS IS 18 Licensed Surveyors Act 1991		IN ORDER FOR DEALINGS Application to Register Strata Plan Prior to Lodging DP409803 See 704 of the TL Assessment and Memorial Docs.		FOR REGISTRAR OF TITLES 6-1-2017 DATE			
N491127 APPLICATION 6.1.2017 DATE		REGISTERED 6.1.2017 DATE		SEAL			
LANDGATE GOVERNMENT OF WESTERN AUSTRALIA		LANDGATE		GOVERNMENT OF WESTERN AUSTRALIA			

LOCATION PLAN

SCALE 1:750 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

whelans

Suite 4, First Floor, 40 Hester Road, Osborne Park WA 6007
Ph (08) 6241 3333 Fax (08) 6241 3300
Sc 1098120804-Spatial/statutory drafting\2208sp1.dgn
PP-1208-024-VER 10

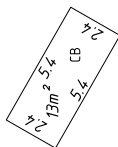
STRATA PLAN

63644

SHEET 2 OF 15 SHEETS

A	Pt.32	15m ²
B	Pt.33	8m ²
C	Pt.34	7m ²
D	Pt.35	8m ²
E	Pt.36	7m ²
F	Pt.17	8m ²
G	Pt.16	4m ²
H	Pt.52	4m ²
I	Pt.50	4m ²
J	Pt.49	4m ²
K	Pt.15	4m ²
L	Pt.14	4m ²
M2	Pt.132	6m ²

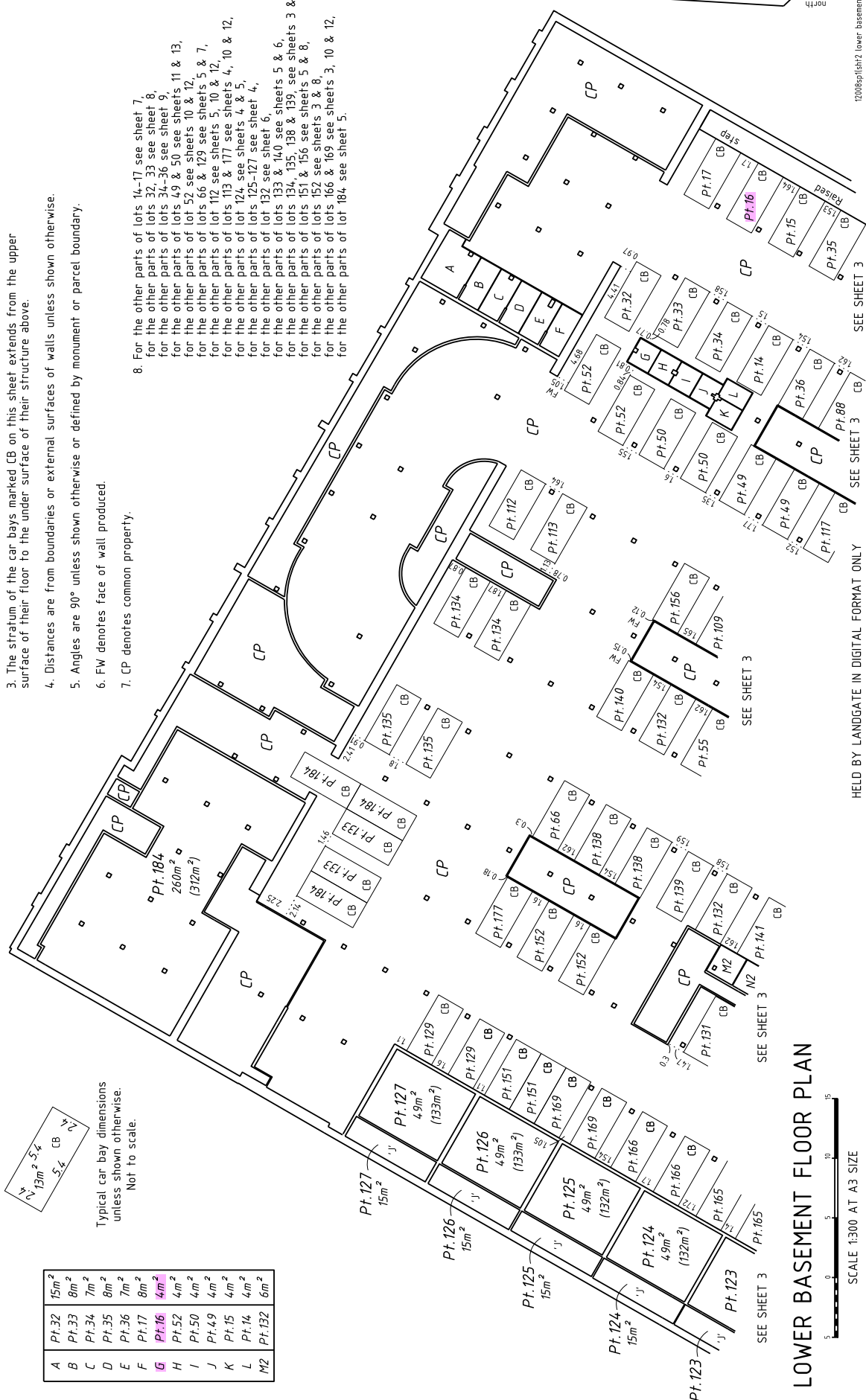
Typical car bay dimensions
unless shown otherwise.
Not to scale.



NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- The stratum of the car bays marked CB on this sheet extends from the upper surface of their floor to the under surface of their structure above.
- Distances are from boundaries or external surfaces of walls unless shown otherwise.
- Angles are 90° unless shown otherwise or defined by monument or parcel boundary.
- FW denotes face of wall produced.
- CP denotes common property.

- For the other parts of lots 14-17 see sheet 7,
for the other parts of lots 32, 33 see sheet 8,
for the other parts of lots 34-36 see sheet 9,
for the other parts of lots 49 & 50 see sheets 11 & 13,
for the other parts of lot 52 see sheets 10 & 12,
for the other parts of lots 66 & 129 see sheets 5 & 7,
for the other parts of lot 112 see sheets 5, 10 & 12,
for the other parts of lots 113 & 177 see sheets 4, 10 & 12,
for the other parts of lot 124 see sheets 4 & 5,
for the other parts of lots 125-127 see sheet 4,
for the other parts of lot 132 see sheet 6,
for the other parts of lots 133 & 140 see sheets 5 & 6,
for the other parts of lots 134, 135, 138 & 139, see sheets 3 & 6,
for the other parts of lots 151 & 156 see sheets 5 & 6,
for the other parts of lots 152 see sheets 3 & 6,
for the other parts of lots 166 & 169 see sheets 3, 10 & 12,
for the other parts of lot 184 see sheet 5.



LOWER BASEMENT FLOOR PLAN

SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SEE SHEET 3

SEE SHEET 3

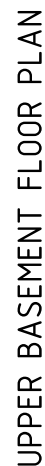
12008pldht2 lower basement.dgn

63644

Y	P1-77	4m ²
Z	P1-107	4m ²
A1	P1-130	4m ²
B1	P1-157	4m ²
C1	P1-154	4m ²
D1	P1-109	4m ²
X1	P1-176	4m ²
Y2	P1-106	4m ²
Z2	P1-91	4m ²
A3	P1-113	4m ²
B3	P1-177	4m ²
C3	P1-111	4m ²
D3	P1-188	4m ²
E3	P1-110	4m ²
X3	P1-153	4m ²
Y3	P1-157	4m ²
Z3	P1-158	4m ²
A4	P1-127	4m ²
B4	P1-149	4m ²
C4	P1-167	4m ²
D4	P1-159	5m ²
E4	P1-168	4m ²
F4	P1-125	4m ²
G4	P1-126	4m ²
H4	P1-172	4m ²
A5	P1-128	4m ²

A diagram of a rectangular prism. The front face is a rectangle with a width of 2.4 and a height of 5.4. The depth of the prism is labeled as 13m².

for the other parts of lots 100 & 171 see sheets 5, 10 & 12,
for the other parts of lots 113 & 171 see sheets 2, 10 & 12,
for the other parts of lot 124 see sheets 2 & 5,
for the other parts of lots 125-127 see sheet 2,
for the other parts of lot 130 see sheet 7
for the other parts of lot 148 see sheets 5 & 9,
for the other parts of lots 149, 153, 158 & 159 see sheet 8,
for the other parts of lots 155 & 160 see sheets 5 & 8.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

2008sp1(sht4 upper basement).dgn

63644

3. Distances are from boundaries or external surfaces of walls unless shown otherwise.
 4. Angles are 90° unless shown otherwise or defined by monument or parcel boundary.
 5. FW denotes face of wall produced.
 6. CP denotes common property
 7. For the other parts of lots 9-12, 78, 137 & 141-143 see sheet 3,
 for the other parts of lots 70-75 & 131 see sheets 3 & 5,
 for the other parts of lot 76 see sheet 5,
 for the other parts of lot 77 see sheets 3 & 4,
 for the other parts of lot 132 see sheet 2,
 for the other parts of lots 133 & 140 see sheets 2 & 5,
 for the other parts of lots 134, 135, 138 & 139 see sheets 2 & 3,
 for the other parts of lot 136 see sheets 5 & 8.

GROUND FLOOR PLAN

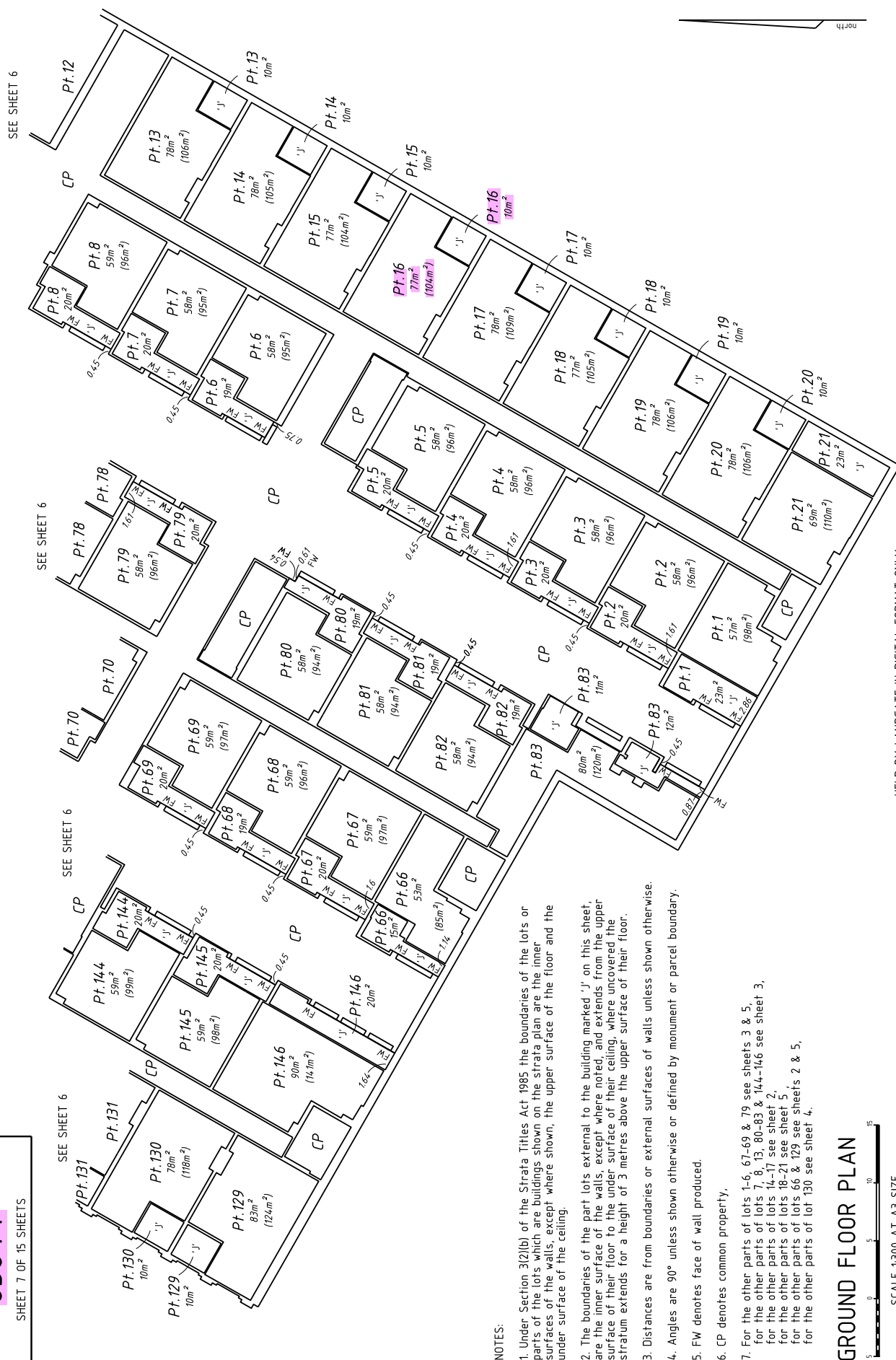
SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

12008sp1(sht6 ground).dgn

63644

SHEET 7 OF 15 SHEETS

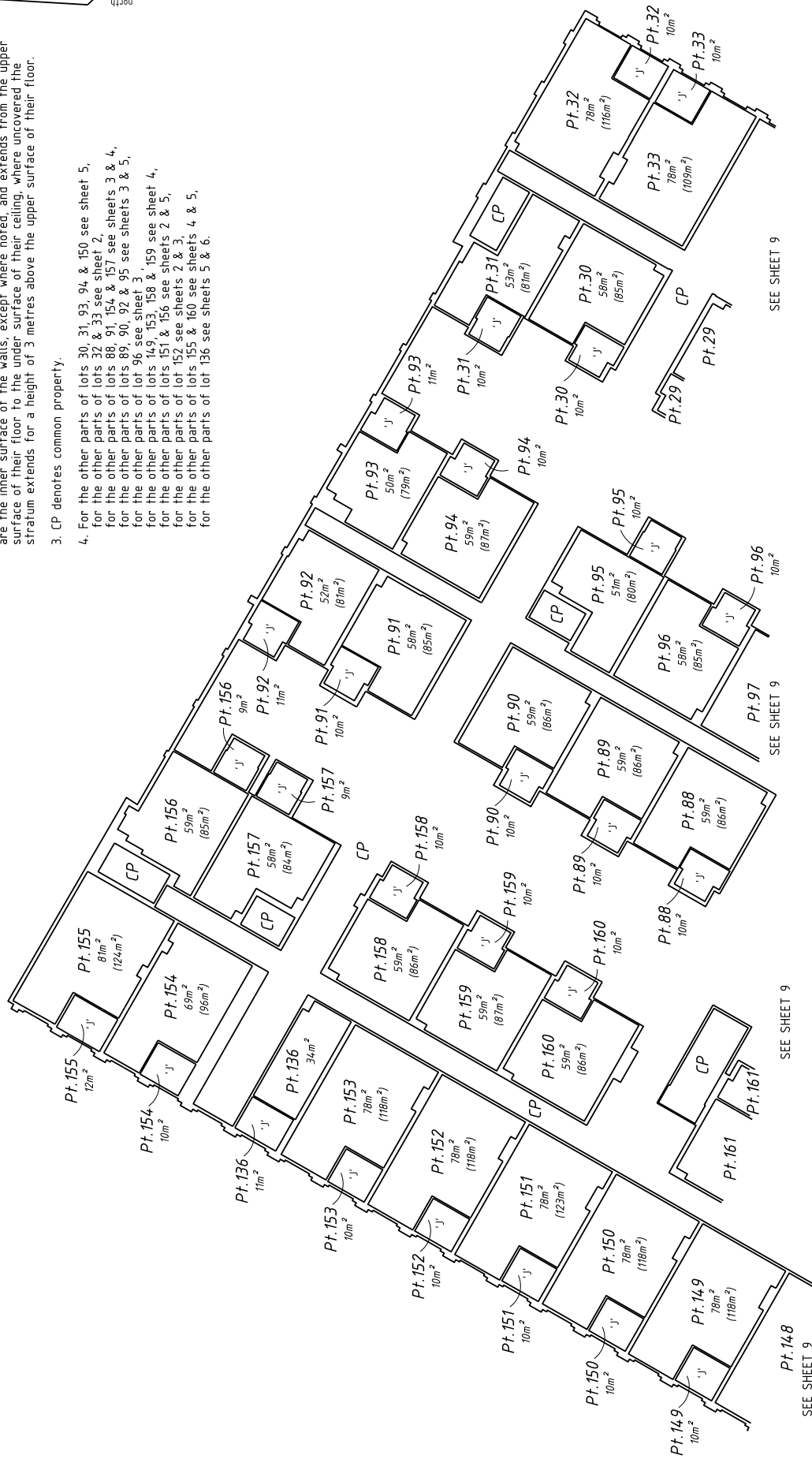


GROUND FLOOR PLAN

SCALE 1:300 AT A3 SIZE

NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- CP denotes common property.
- For the other parts of lots 30, 31, 93, 94 & 150 see sheet 5, for the other parts of lots 32 & 33 see sheet 2, for the other parts of lots 88, 91, 154 & 157 see sheets 3 & 4, for the other parts of lots 89, 90, 92 & 95 see sheets 3 & 5, for the other parts of lot 96 see sheet 3, for the other parts of lots 149, 153, 158 & 159 see sheet 4, for the other parts of lots 151 & 156 see sheets 2 & 5, for the other parts of lot 152 see sheets 2 & 3, for the other parts of lots 155 & 160 see sheets 4 & 5, for the other parts of lot 136 see sheets 5 & 6.



FIRST FLOOR PLAN

SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

12008ap14b18 first1.dgn

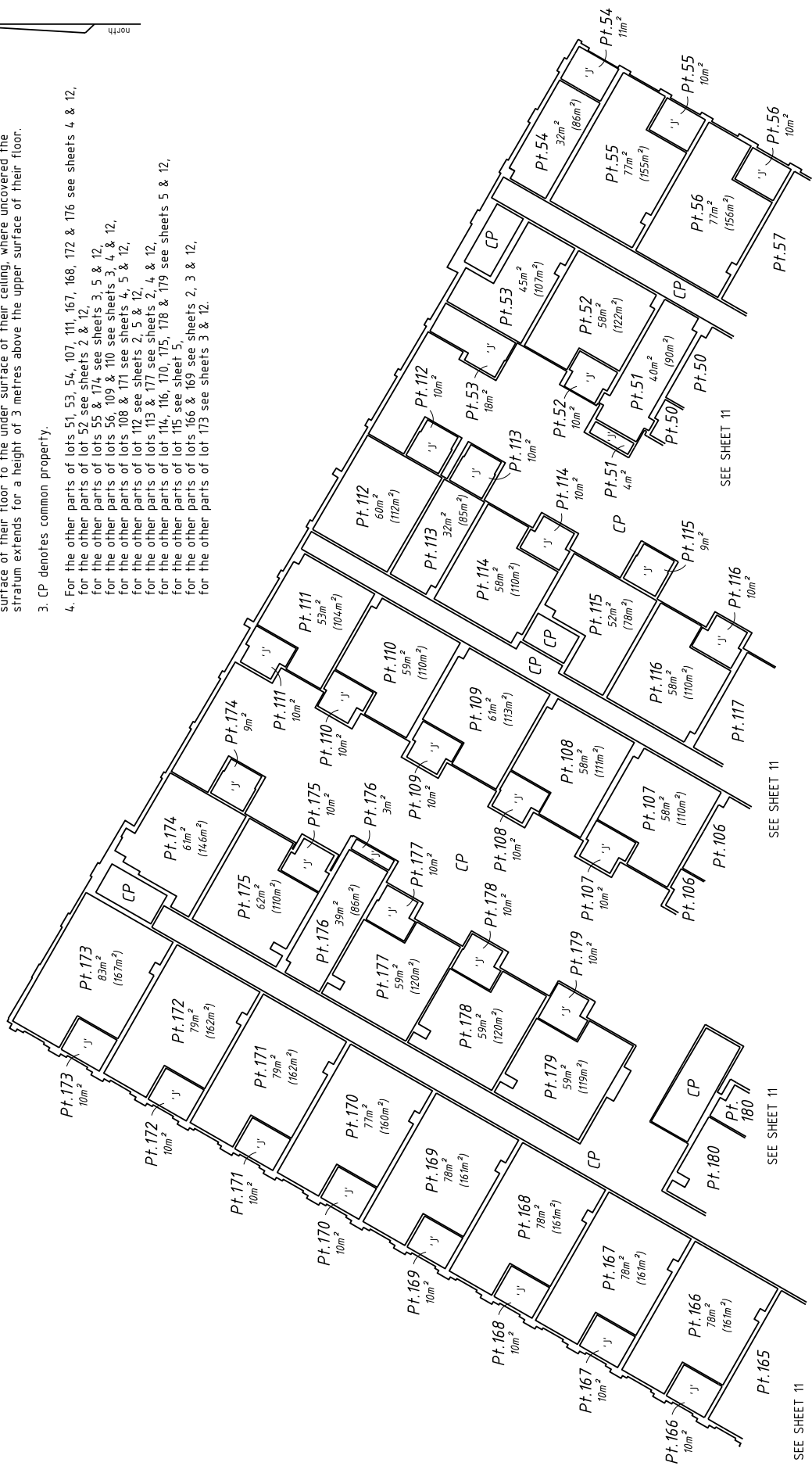
STRATA PLAN

63644

SHEET 10 OF 15 SHEETS

NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- CP denotes common property.
- For the other parts of lots 51, 53, 54, 107, 111, 167, 168, 172 & 176 see sheets 4 & 12, for the other parts of lot 52 see sheets 2 & 12, for the other parts of lots 55 & 174 see sheets 3, 5 & 12, for the other parts of lots 56, 109 & 110 see sheets 3, 4 & 12, for the other parts of lots 108 & 171 see sheets 4, 5 & 12, for the other parts of lot 112 see sheets 2, 5 & 12, for the other parts of lots 113 & 177 see sheets 2, 4 & 12, for the other parts of lot 114, 116, 170, 175, 178 & 179 see sheets 5 & 12, for the other parts of lot 115 see sheet 5, for the other parts of lots 166 & 169 see sheets 2, 3 & 12, for the other parts of lot 173 see sheets 3 & 12.



SECOND FLOOR PLAN

SCALE 1:300 AT A3 SIZE

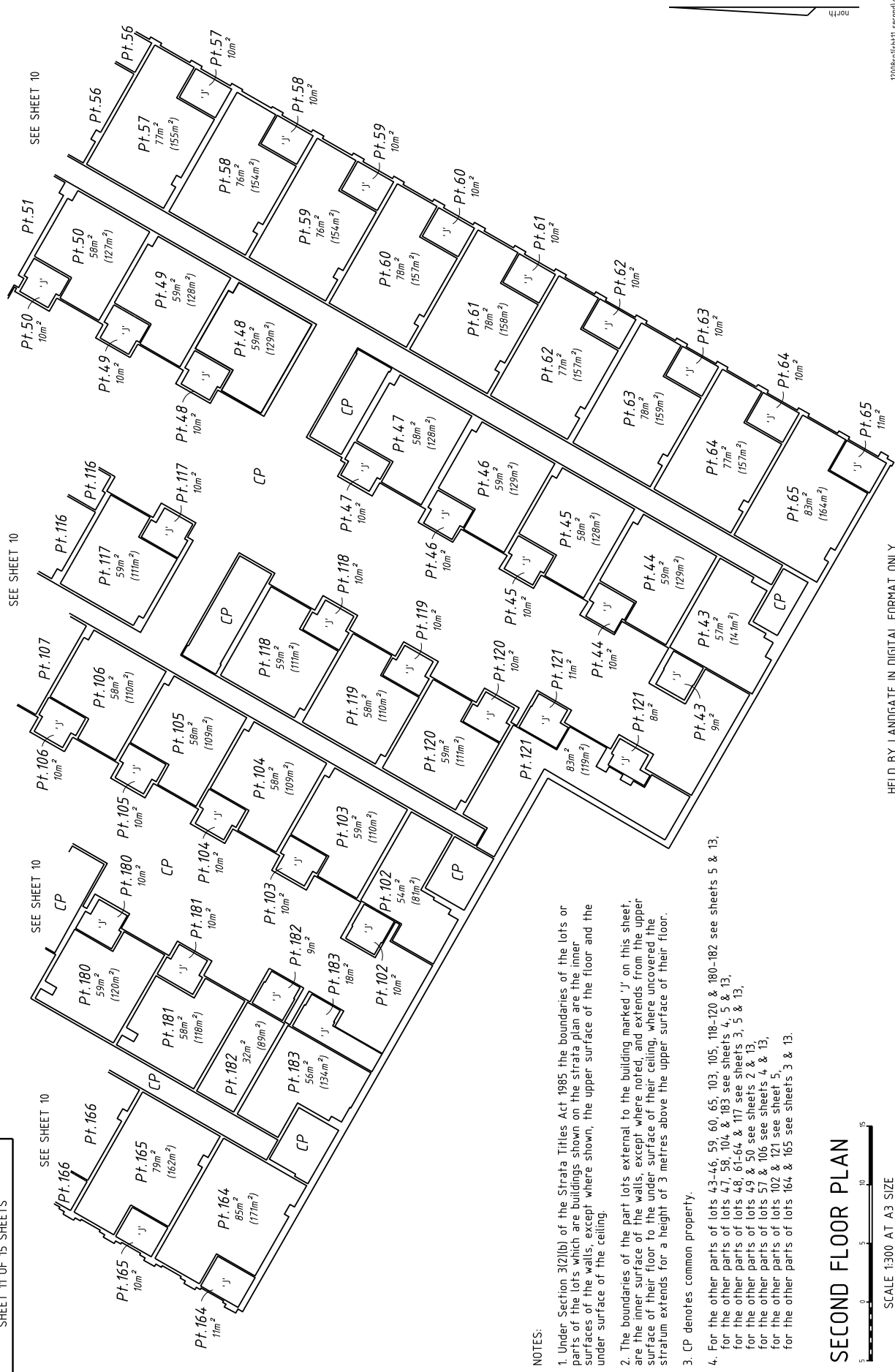
SEE SHEET 11

SEE SHEET 11

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

2008sp15sh10 second.dgn

STRATA PLAN
63644
SHEET 11 OF 15 SHEETS



- NOTES:
- Under Section 3(2)(b) of the Strata Titles Act 1985 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
 - The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
 - CP denotes common property.
 - For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 13, for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 13, for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 13, for the other parts of lots 49 & 50 see sheets 2 & 13, for the other parts of lots 57 & 106 see sheets 4 & 13, for the other parts of lots 102 & 121 see sheet 5, for the other parts of lots 164 & 165 see sheets 3 & 13.

SECOND FLOOR PLAN
SCALE 1300 AT A3 SIZE

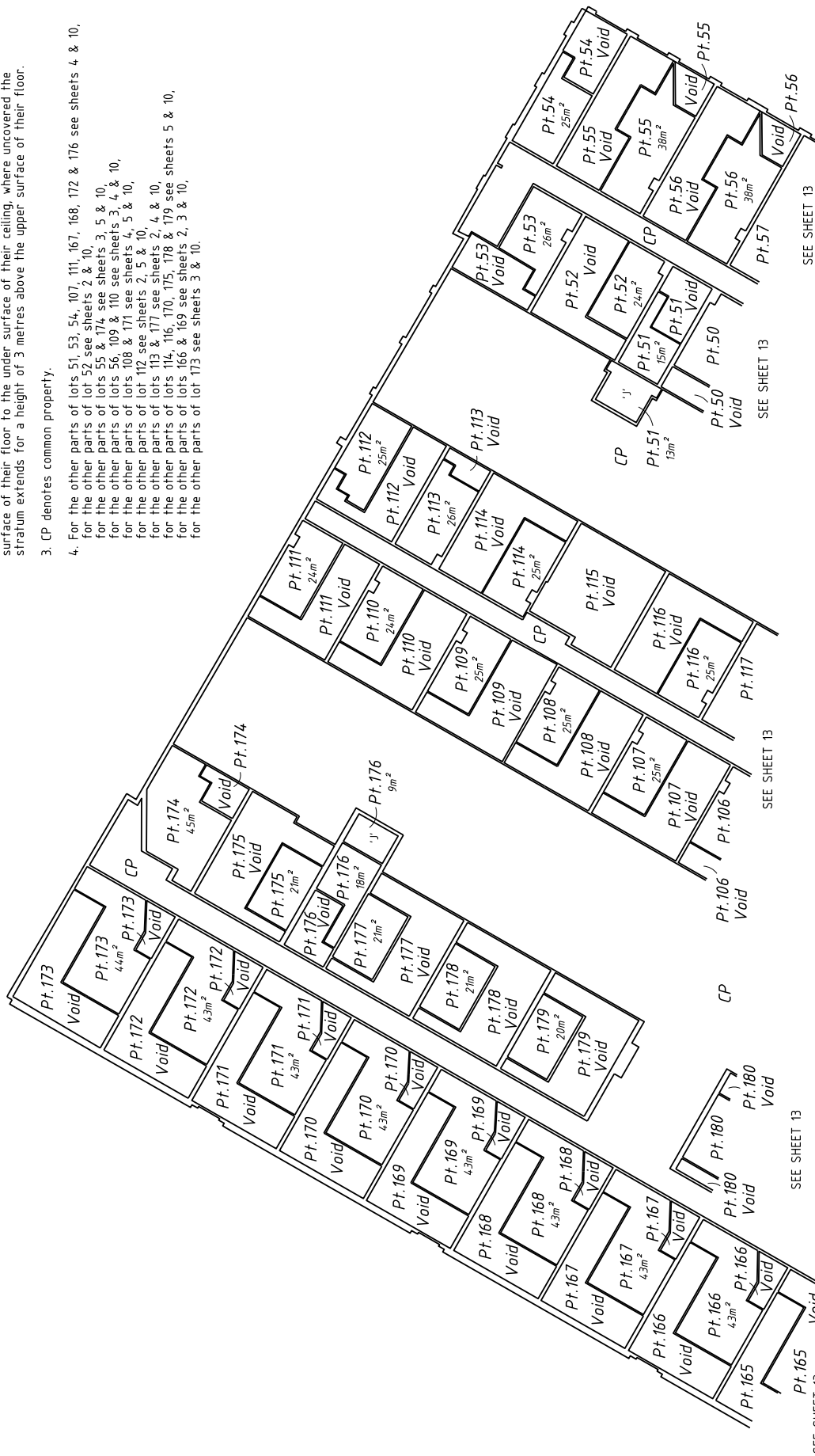
STRATA PLAN

63644

SHEET 12 OF 15 SHEETS

NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- CP denotes common property.
- For the other parts of lots 51, 53, 54, 107, 111, 167, 168, 172 & 176 see sheets 4 & 10, for the other parts of lot 52 see sheets 2 & 10,
for the other parts of lots 55 & 174 see sheets 3, 5 & 10,
for the other parts of lots 56, 109 & 110 see sheets 3, 4 & 10,
for the other parts of lots 108 & 171 see sheets 4, 5 & 10,
for the other parts of lot 112 see sheets 2, 5 & 10,
for the other parts of lots 113 & 177 see sheets 2, 4 & 10,
for the other parts of lots 114, 116, 170, 175, 178 & 179 see sheets 5 & 10,
for the other parts of lots 166 & 169 see sheets 2, 3 & 10,
for the other parts of lot 173 see sheets 3 & 10.



MEZZANINE FLOOR PLAN

SCALE 1:300 AT A3 SIZE

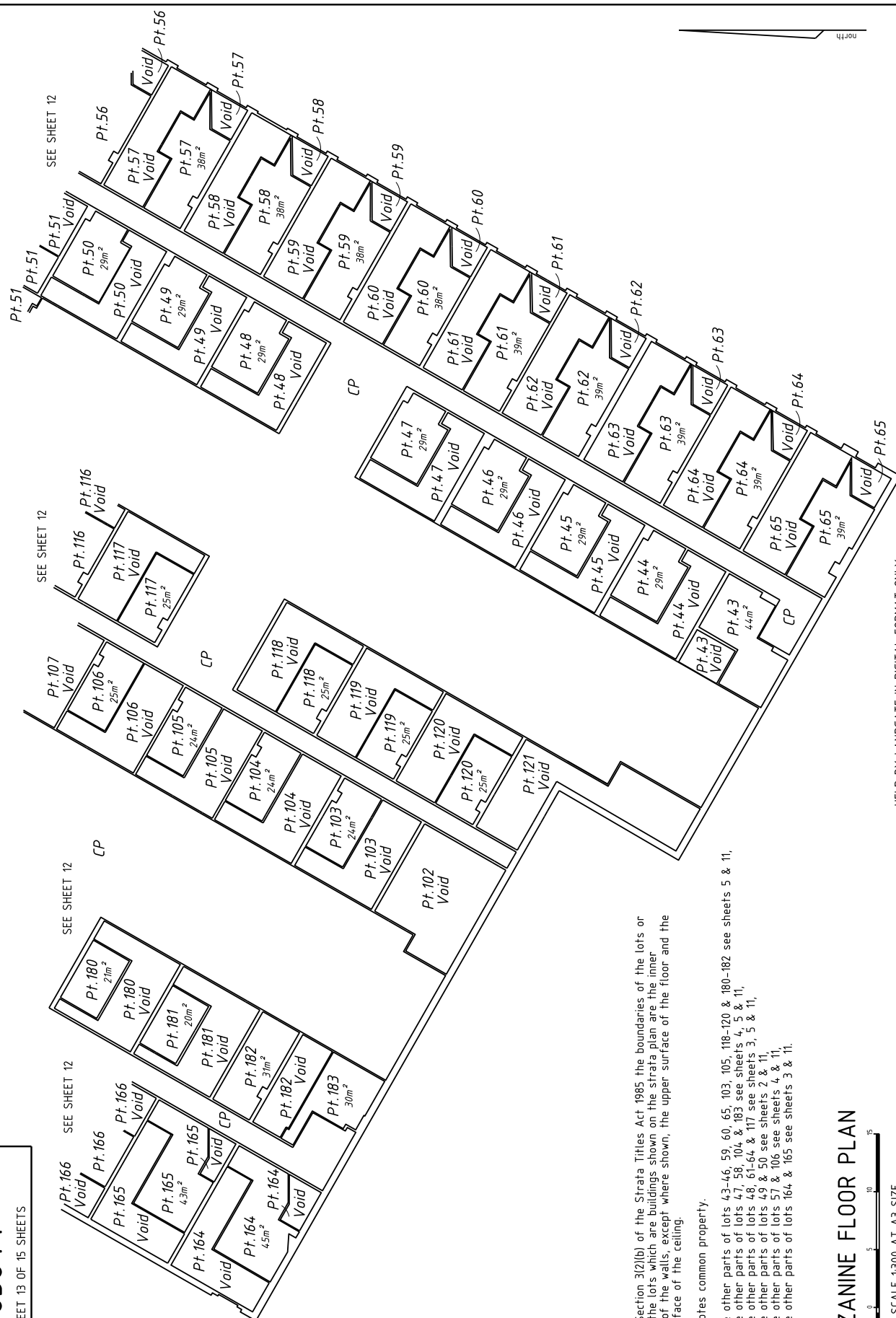
SEE SHEET 13

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

2008sg[sh12_mezzanine].dgn

63644

SHEET 13 OF 15 SHEETS



NOTES:

1. Under Section 3(2)(b) of the Strata Titles Act 1995 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, except where shown, the upper surface of the floor and the under surface of the ceiling.
2. CP denotes common property.
3. For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 11, for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 11, for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 11, for the other parts of lots 49 & 50 see sheets 2 & 11, for the other parts of lots 57 & 106 see sheets 4 & 11, for the other parts of lots 164 & 165 see sheets 3 & 11.

2. CP denotes common property.

3. For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 11,
for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 11,
for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 11,
for the other parts of lots 49 & 50 see sheets 2 & 11,
for the other parts of lots 57 & 106 see sheets 4 & 11,
for the other parts of lots 164 & 165 see sheets 3 & 11.

MEZZANINE FLOOR PLAN



SCALE 1:300 AT A3 SIZE

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
①	EASEMENT		DOC M122537	COMMON PROPERTY ON SP 63644	LOT 268 ON DP 222424	RIGHT OF SUPPORT
②	EASEMENT		DOC M122537	COMMON PROPERTY ON SP 63644	LOT 268 ON DP 222424	RIGHT OF FOOTWAY
	EASEMENT		DOC N491122	LOT 501 ON D 99847	ALL LOTS & COMMON PROPERTY	RIGHT OF SUPPORT
	NOTIFICATION	SEC 70A OF THE TLA	DOC N491124	ALL LOTS & COMMON PROPERTY		CAR PARKING
	NOTIFICATION	SEC 70A OF THE TLA	DOC N491123	ALL LOTS & COMMON PROPERTY		NOISE & ODOUR
	MEMORIAL	SEC 29(6) OF THE HERITAGE OF WA ACT 1990	DOC N491125	ALL LOTS & COMMON PROPERTY	HERITAGE COUNCIL OF WA	

INTERESTS & NOTIFICATIONS



FORM 3

page 1 of 4

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	39			28	39		
2	39			29	39		
3	39			30	39		
4	39			31	38		
5	39			32	55		
6	39			33	55		
7	39			34	55		
8	39			35	55		
9	39			36	55		
10	36			37	55		
11	48			38	55		
12	43			39	55		
13	48			40	55		
14	52			41	55		
15	52			42	55		
16	52			43	66		
17	52			44	59		
18	52			45	59		
19	52			46	59		
20	52			47	59		
21	45			48	59		
22	39			49	59		
23	39			50	59		
24	39			51	41		
25	39			52	58		
26	39			53	46		
27	39			54	41		

Continued Overleaf

FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
55	73			82	40		
56	73			83	51		
57	73			84	40		
58	73			85	40		
59	73			86	40		
60	73			87	40		
61	73			88	40		
62	73			89	40		
63	73			90	40		
64	73			91	40		
65	73			92	39		
66	38			93	39		
67	40			94	40		
68	40			95	39		
69	40			96	40		
70	40			97	40		
71	40			98	40		
72	40			99	40		
73	39			100	40		
74	39			101	52		
75	40			102	40		
76	40			103	55		
77	39			104	55		
78	40			105	55		
79	40			106	55		
80	40			107	55		
81	40			108	55		

Continued Overleaf

FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
109	55			136	48		
110	55			137	46		
111	55			138	59		
112	55			139	40		
113	43			140	40		
114	55			141	40		
115	41			142	40		
116	55			143	40		
117	55			144	40		
118	55			145	40		
119	55			146	62		
120	55			147	77		
121	55			148	66		
122	54			149	66		
123	54			150	66		
124	54			151	66		
125	54			152	66		
126	54			153	66		
127	54			154	53		
128	54			155	62		
129	66			156	41		
130	62			157	41		
131	62			158	41		
132	62			159	41		
133	62			160	41		
134	62			161	41		
135	62			162	41		

Continued Overleaf

FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
163	64			178	65		
164	120			179	65		
165	112			180	65		
166	112			181	65		
167	112			182	43		
168	112			183	65		
169	112			184	108		
170	112						
171	112						
172	112						
173	120						
174	66						
175	55						
176	41						
177	65			Aggregate	10,000		

DESCRIPTION OF PARCEL AND BUILDING

Comprises 183 apartments and 1 commercial unit situated over four storeys plus two basement levels, known as 'Heirloom'.

Address of Parcel: 36 Queen Victoria Street, Fremantle WA 6160

CERTIFICATE OF LICENSED VALUER
STRATA

I, **Paul Conti**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

14-Nov-2016

Date

Paul Conti

Digitally signed by Paul Conti
DN: cn=Paul Conti, o, ou,
email=paul.conti@cbre.com.au,
c=AU
Date: 2016.11.14 19:07:09 +08'00'

Signed

FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 63644

DESCRIPTION OF PARCEL & BUILDING

Comprises 183 apartments and 1 commercial unit situated over four storeys plus two basement levels, known as 'Heirloom'.

Address of Parcel: 36 Queen Victoria Street, Fremantle WA 6160

CERTIFICATE OF LICENSED SURVEYOR

I, Hannah M Martin, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): —

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

~~*(b) each building shown on the plan is within the external surface boundaries of the parcel; or~~

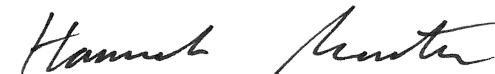
*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —

(i) all lots shown on the plan are within the external surface boundaries of the parcel;

(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and

(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) no(s) on Strata Plan No. registered in respect of (name of scheme) or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~



Hannah M Martin

2016.11.22 13:23:38 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Occupancy permit – strata

Building Act 2011, section 50, 61
Building Regulations 2012, regulation 4

Permit number
OPS0009/16

This form is for the purposes of the *Building Act 2011*, section 50 and the *Strata Titles Act 1985*, section 5B(2)(a) and 8A(f)(i).

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Lot 20 DP 70560 36 Queen Victoria Street FREMANTLE WA 6160		
Certificate of title	Volume 2821	Folio 239	
Lot(s) on survey	Lot 20 DP 70560		
Strata plan number	63644	Land being re-subdivided (if applicable)	
Description of building	Class 2 residential apartments Class 7a carparking		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 7a)	
Use(s) of the building	Residential apartments and carparking		Each restriction on use (if applicable)

2. Permit details

This occupancy permit strata is for: ☒ Whole of building ☐ Part of building


Details

Residential apartments and carparking

Western Australian Planning Commission approval required? ☒ Yes ☐ No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit strata is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Ben Talarczyk	Job title Principal Building Surveyor
	Signature 	Date 10 November 2016
Permit authority	City of Fremantle	

FORM 26

LG Ref.
~~WAPC Ref.~~

STRATA PLAN NO 63644

Strata Titles Act 1985
Sections 25(1), 25(4)

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING
COMMISSION TO STRATA PLAN**

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

~~*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation submitted on~~
~~19-Oct-2016 and relating to the property~~
~~described below;~~

~~*(ii) the sketch submitted on of the~~
~~proposed *subdivision of the property described below into lots on a Strata~~
~~Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below,~~
~~subject to the following conditions~~

Property Description: Lot (or Strata Plan) No. 20
.
.
Location
.
.
Locality Fremantle
.
Local Government City of Fremantle

Lodged by: Whelans Australia Pty Ltd
.
Date: 19-Oct-2016
.



For Chairman, Western Australian
Planning Commission

11 NOVEMBER 2016
Date

(*To be deleted as appropriate.)

delegated under Section 16(3)(e) of
the P&D Act 2005

FORM 8

Name: E r s d s d r s .

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is 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 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
2. A separate attestation is required for every person signing document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

N623465 AE

15 May 2017 08:30:00 Midland



LODGED BY All Strata Management Services

ADDRESS PO Box 511
MT LAWLEY WA 6929

PHONE No. 08 9227 8966

FAX No. 08 9227 5519

REFERENCE No. SP 63644

ISSUING BOX No.

999C

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

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.



BLANK INSTRUMENT FORM**Form 16**

(Note 1)

**NOTICE OF CHANGE OF ADDRESS FOR
SERVICE OF NOTICES***Strata Titles Act 1985*

Section 40

O
The Owners of HEIRLOOM Strata Plan No 63644 hereby gives notice that the address for service of notices on the Company has now been changed to -

PO BOX 511
MOUNT LAWLEY WA 6929

The Common Seal of the Owners of HEIRLOOM Strata Plan No 63644 was hereunto affixed on 8 / 5 / 2017.

In the presence of -

Cameron Barr

As authorised under Section 45(2) of
the Strata Titles Act (1985) for

Beach Street Holdings Pty Ltd

Lot 2 as Sole Member of the Council

.....
Signature
Member of the Council




FORM B4

OFFICE USE ONLY	
O142111 AE	
02 May 2019 08:30:00 Midland	
	



LODGED BY	All Strata Management Services
ADDRESS	PO Box 511 MT LAWLEY WA 6929
PHONE No.	(08) 9227 8966
FAX No.	(08) 9227 5519
REFERENCE No.	SP 63644
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	_____	<div>Received Items</div> <div></div> <div></div> <div>Receiving Clerk</div>
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	

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 HEIRLOOM, STRATA PLAN NO. 63644 hereby certify:

- That by a resolution without dissent duly passed at a meeting of the strata company on the day of 11th day of March 2019 which became unconditional on the 8th day of April 2019 the by-laws in Schedule 1 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

The following bylaws are hereby amended –

By-law 4 Membership of the Council

FROM

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a Proprietor:
 - (1) from the date of registration of the Strata Plan and until the second AGM of the Strata Company, the Council is to comprise the Original Proprietor as the sole member of the Council
 - (2) from the date of the third AGM, the Council is to be constituted in accordance with by-law 4.2
- 4.2 With the exception of the period of time specified in by-law 4.1(1), the Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; And
 - (2) despite any other By-Law, the Original Proprietor must be a member of Council for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.3 In determining the number of Proprietors for the purposes of By-Law 4:
 - (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor

TO

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a proprietor they are to elect in accordance with by-law 5.
- 4.2 The Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 proprietors, the Council must consist of all Proprietors
 - (2) the original proprietor must nominate for election to the Council.
- 4.3 In determining the number of proprietors for the purposes of by-law 4
 - (1) Co-proprietors of a lot are deemed to be one proprietor and
 - (2) a person who owns more than one lot is deemed to be one proprietor

By-law 5 Nomination for Election to the Council

FROM

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council;
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

TO

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of sub-By-Law 4.2, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, they must elect or be elected to the Council.
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council; a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

The common seal of HEIRLOOM, STRATA PLAN NO. 63644 was hereunto affixed on the 17th day of April 2019 in the presence of:

Peter Mallinson Thorpe

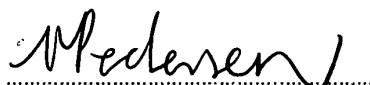
Lot 137



Signature
Member of the Council

Viette Lee Pedersen

Lot 164



Signature
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.
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.

EXAMINED

OFFICE USE ONLY

M122537 E

04 Dec 2012 09:28:26 Perth



REG \$ 150.00

LODGED BY

ADDRESS

**DEPARTMENT OF HOUSING
99 PLAIN STREET**

PHONE No.

**EAST PERTH WA 6004
PH: 9222 4654 FAX: 9222 4670
LANDGATE BOX - 158L**

FAX No

REFERENCE No.

ISSUING BOX No.

PREPARED BY

Norton Rose

ADDRESS

Level 39, BankWest Tower
108 St Georges Terrace
Perth WA 6000

PHONE No.

(08) 9426
3222

FAX No.

(08) 9426
3444

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. letter of consent x 2

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.



SCHEDULE

J F Ly AS

1. Dominant Land

Lot 286 on Deposited Plan ~~222444~~ ²²²⁴²⁴ being the whole of the land contained in Certificate of Title Volume 1873 Folio 449.

2. Servient Land

Lot 2 on Diagram 1207 being the whole of the land contained in Certificate of Title Volume 1873 Folio 448.

3. Encumbrances

Memorial K439311 Heritage of Western Australia Act 1990.

Mortgage K500247 Australia and New Zealand Banking Group Ltd

Mortgage L773582 Australia and New Zealand Banking Group Ltd

Memorial L821780 Heritage of Western Australia Act 1990

J F Ly AS

The GRANTEE

EXECUTED by and on behalf of the Housing Authority



(Signature of Authorised Representative)

(Signature of Authorised Representative)

Stewart Kestel
(Name of Authorised Representative)

ALLAN PEREIRA
(Name of Authorised Representative)

(Signature of Witness)

(Signature of Witness)

Sarah Harms
(Name of Witness)

FRANCES MILLER
(Name of Witness)

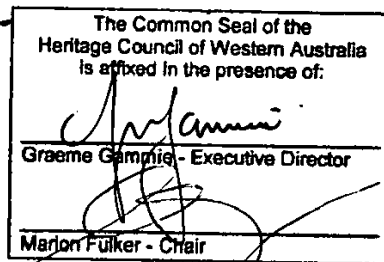
4 Aughton Street, Bayswater
(Address of Witness)

P.O. Box 302, Bayswater
(Address of Witness)

HERITAGE COUNCIL OF WESTERN AUSTRALIA CONSENT

We, the **HERITAGE COUNCIL OF WESTERN AUSTRALIA**, being the grantee under and by virtue of registered Memorial K439311 hereby consent to this Deed and the grant of the Easement contained herein.
and Memorial L821780

[Handwritten signature]



AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED CONSENT

We, **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 005 357 522**, being the mortgagee under and by virtue of registered mortgages K500247 and L773582 hereby consent to this Deed and the grant of the Easement contained herein.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
followed by Aaron Stewart
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of

(Signature of Attorney)

(Signature of Witness)

ANDREW WHITNEY

(Print name of Witness)

10/22 St Georges T.C.

(Address of Witness)

14.1 The Grantee will pay all duty (if any) assessed and payable on this Deed.

15. Notices

15.1 In addition to the effecting service under any statute, any statement, demand or notice to any party may be validly served for the purposes of this document by being delivered personally or sent by registered post to the address of the addressee or sent by facsimile to the facsimile number of the addressee.

15.2 Each party may from time to time change its address or facsimile number by giving notice pursuant to this clause.

15.3 Service under this document is taken to be effected:

- (1) where delivered, upon actual delivery;
- (2) where sent by mail, on the second clear Business Day after the day of posting;
- (3) where sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

16. Governing Law

16.1 This document will be construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

Executed as a Deed by

The GRANTOR

Executed by **Beach Street Holdings Pty Ltd** ACN 145 191 948 in accordance with section 127 of the *Corporations Act 2001*:

Director/company secretary

Name of director/company secretary
(BLOCK LETTERS)

Director

Name of director
(BLOCK LETTERS)

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 008 327 555
under power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
and by
the certifier that this is a
true and correct copy of the
original and that the
certifier has not
received notice of revocation of
power in the presence of
Address of Witness
Signature of Witness
Print name of Witness

- (b) ensure that all work is properly completed;
 - (c) cause as little inconvenience as is practicable to the Grantor; and
 - (d) make good any collateral damage that may be caused to the Servient Land.
- 7.3 Remedy and make good any damage to those parts of the Servient Land burdened by the Easements and which may result from, or be attributable to, the use or misuse of the Servient Land burdened by the Easements by the Grantee and the Grantee's patrons.
- 7.4 The Grantee must not do or allow anything to be done which could:
- (a) adversely affect any insurance taken out by the Grantor pursuant to clause 6.4; or
 - (b) increase the cost of obtaining that insurance,
- and without limiting clause 11.1, the Grantee indemnifies the Grantor to the extent that the insurance taken out pursuant to clause 6.4 is voided or the costs of obtaining that insurance increases as a result of the Grantee's use or abuse of the Servient Land beyond the scope of the rights granted to the Grantee in this Deed.
- 8. Acknowledgement**
- 8.1 The Grantee acknowledges that it has no claim and no right to enter the Servient Land except as stated in this document.
- 9. Not Exclusive Easement**
- 9.1 The Grantee acknowledges that the rights created in the Servient Land are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor, and the Grantor's patrons and other persons lawfully entitled to such rights.
- 10. Further Assurance**
- 10.1 The parties must do all acts and things and execute all documents to give effect to the intentions and matters of this document and to ensure that it is registered under the Transfer of Land Act with Landgate, Western Australia.
- 11. Indemnity**
- 11.1 Except to the extent that any Claims are caused or contributed by the act, omission, default or negligence of the Grantor and the Grantor's patrons, the Grantee will indemnify the Grantor from and against all Claims the Grantor may suffer or incur in connection with loss of life, personal injury to any person or damage to any personal property arising from or out of any accident on those parts of the Servient Land burdened by the Easements or use by the Grantee or any person with the approval expressed or implied of the Grantee of the Servient Land or any part thereof.
- 12. Arbitration**
- 12.1 If any dispute or difference arises between the parties as to the terms of this document or as to the respective rights, duties and obligations of the parties under or as to any other matter arising out of or connected with the subject matter of this document the parties will meet in good faith as expeditiously as possible and attempt to resolve the dispute or difference.
- 12.2 If after attempting to resolve the dispute or difference in the manner described in clause 12.1 the dispute or difference is not resolved then, if either the Grantor or the Grantee so requires, they may at any time by notice served on the other refer the dispute or difference to a single arbitrator and the arbitration will be conducted in accordance with the Commercial Arbitration Act 1985 with the right of a party to be represented by agents and legal practitioners under Section 20 of that Act.
- 13. Costs**
- 13.1 Each party will pay its own costs (including solicitors' costs) with respect to the negotiation, preparation and stamping of this Deed.
- 14. Duty**

others (with or without vehicles plant and equipment) upon reasonable notice to the Grantor or without such notice in the event of emergency, for the purpose of inspecting, cleaning, repairing, maintaining and painting as necessary to maintain the Building,

provided that nothing in this deed gives any express or implied right or authority to the Grantee to exclude the Grantor and the Grantor's patrons from using the Servient Land.

5. Mutual Covenants

- 5.1 The Grantor and the Grantee must comply with all Acts in connection with the use of the Servient Land and the rights granted pursuant to this Deed.

6. Grantor's Covenants

- 6.1 The Grantor covenants with the Grantee so as to bind the Servient Tenement that the Grantor must not, nor must it permit or allow any other person to:

- (a) excavate under or beside or undermine the Building provided that nothing herein contained shall be construed to prevent the Grantor from excavating on the Servient Tenement so long as sufficient artificial means of support to the Building is provided while the excavations are open;
- (b) cut demolish remove alter deface or in any way damage or destroy any portion of the Building erected on the Servient Tenement;
- (c) plant or permit to be planted any trees or other plants which may damage or prevent egress from the Building;
- (d) erect or permit to be erected any building or other permanent structure on the Servient Tenement which may damage or prevent egress from the Building;
- (e) erect any door, gate, wall or other thing on the boundary between the Dominant Land and the Servient Land which has the effect in any way of creating a barrier or restricting access to or across the Footway Easement unless with the Grantee's prior written consent, such consent not to be unreasonably withheld but subject always to any applicable Act relating to the use of Footway Easement as a fire / emergency exit;
- (f) place or allow any obstacle to be placed or left on the Servient Land which will have the effect of restricting the use by the Grantee or the Grantee's patrons of the Footway Easement;
- (g) permit the Servient Land to be used in any way so as to obstruct or interfere with the use of the Easements; and
- (h) do any act, matter or thing which may result in the Grantee contravening any requirement of any Act relating to the use of the Footway Easement for the purposes of a fire / emergency exit (subject to the Grantee providing the Grantor with notice of any relevant requirements from time to time).

- 6.2 After the Grantee has given notice of the relevant requirements of any Act relating to the use of the Footway Easement for the purpose of a fire/emergency exit, the Grantor must immediately refrain from doing any act, matter or thing which contravenes the relevant requirements and must carry out all works to those parts of the Servient Land burdened by the Footway Easement which are reasonably required to be carried out by the Grantor to ensure that those notified requirements are complied with so as to remediate any contravention caused by the Grantor.

- 6.3 The Grantor must maintain those parts of the Servient Land burdened by the Footway Easement in good repair and a safe and tidy condition at all times.

- 6.4 The Grantor must effect and keep in force a public risk insurance policy (for a minimum amount of \$10,000,000 per event) covering public risk to third parties and property on the Servient Land (including for death or personal injury to any person and loss or damage to the Servient Land or any property on the Servient Land).

7. Grantee's Covenants

The Grantee must do each of the following:

- 7.1 Exercise the Easements granted in this document in such manner as to cause as little inconvenience as practicable to the Servient Land.
- 7.2 Keep the Building in good repair and safe condition, and for this purpose the Grantee must:
- (a) give notice to the Grantor in writing requesting access to the Servient Land;

- (9) **Encumbrances** means the encumbrances (if any) described in Item 3 of the Schedule;
- (10) **Footway Easement** means the footway easement created by this Deed in respect of the area shown marked "P" on the Deposited Plan;
- (11) **Grantee's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantee;
- (12) **Grantor's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantor;
- (13) **Servient Land** means the land described in Item 2 of the Schedule; and
- (14) **Support Easement** means the easement of support created by this Deed in respect of the area shown marked "D" on the Deposited Plan.

2. Construction of Terms

Unless repugnant to the sense or context:

- 2.1 reference to any party will mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- 2.2 the word "*person*" will include a corporation;
- 2.3 words importing the singular or plural numbers will include the plural number and singular number respectively;
- 2.4 a reference to any gender will include all genders;
- 2.5 references to statutes will include all statutes amending or consolidating the statutes referred to;
- 2.6 words (including defined expressions) importing individual persons only will include corporations;
- 2.7 headings shall not affect the construction or interpretation of this document;
- 2.8 references to clauses are references to the clauses of this document;
- 2.9 unless the terms of this document are expressly to the contrary, rights granted to the Grantee under this document may be exercised by the Grantee and the Grantee's patrons and its and their officers, employees, contractors, workmen, agents, invitees and others acting with the Grantee's express or implied permission from time to time.

3. Commencement and Duration of Easement

- 3.1 The Easements granted by this Deed shall commence on the date of execution of this Deed by the Grantor are intended to run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Operative Part

Grant of Easements

- 4.1 The Grantor, as the registered proprietor of the Servient Land subject to the Encumbrances, grants to the Grantee:
 - (a) the Footway Easement, including the right for the Grantee and the Grantee's patrons at all times to pass and repass over that part of the Servient Land on foot and without notice to the Grantor for the purpose only of:
 - (i) egress from the Dominant Land for the purposes of an emergency exit; and
 - (ii) egress from the Dominant Land for the purposes of carrying out emergency evacuation drills from the Dominant Land as may be required to be carried out by the Grantee in compliance with applicable Acts governing emergency procedures, training and management from time to time.
 - (b) the Support Easement, including the right to:
 - (i) to use that portion of the Building erected on the Servient Tenement as shown on the Deposited Plan for the purpose of supporting the Building; and
 - (ii) to enter upon the Servient Tenement by its agents, engineers, servants, workmen and

10/8/12
EXEMPT from W.A. Duty

FORM B 2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

OFFICE OF
10 AUG 2012
STATE REVENUE WA

BLANK INSTRUMENT FORM

Deed of Easement

(Note 1)

This deed of easement is made the 16th day of July 2012
between:

Beach Street Holdings Pty Ltd ACN 145 191 948
of 78 Churchill Avenue, Subiaco, Western Australia
(Grantor)

AND

Housing Authority
of 99 Plain Street, East Perth, Western Australia
(Grantee)

ASN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 10/08/12 09:51 003235918-001
DUTIABLE VALUE \$ *****1
DUTY \$ *****00
EXEMPT 100 %

Recitals

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. A portion of the Building on the Dominant Tenement necessary for the support of the Building, and in particular, the emergency exit for the Building, encroaches on the Servient Tenement and forms part of the Servient Tenement.
- D. The Grantor has agreed to grant to the Grantee the Support Easement for the purpose of allowing the portions of the Building erected on the Servient Tenement to remain in place so as to provide support for the Building upon the terms and conditions set out in this Deed.
- E. The Grantor has also agreed to grant to the Grantee the Footway Easement for the purposes, and upon the terms and conditions, set out in this Deed.
- D. The Grantor and Grantee intend to ensure that their respective rights and obligations under this Deed are conferred upon or bind (as the case may be) upon their respective successors in title upon the terms and conditions set out in this Deed.

1 Definitions

1.1 In this deed, the following terms have the following meanings:

- (1) **Acts** means all acts and statutes (State or Federal) for the time being enacted or modifying any acts and/or regulations, by-laws, requisitions or orders made under any act from time to time by any statutory, public or other competent authority;
- (2) **Building** means the building constructed or to be constructed on the Dominant Land and as may be renovated or replaced from time to time;
- (3) **Business Day** means any day which is not a Saturday, Sunday or a public holiday in Western Australia;
- (4) **Claims** means any claims, demands, proceedings, judgment damages, costs and losses of any nature whatsoever;
- (5) **Deed** means this deed of easement;
- (6) **Deposited Plan** means Deposited Plan 69385;
- (7) **Dominant Land** means the land described in Item 1 of the Schedule;
- (8) **Easements** means the Support Easement and the Footway Easement;



Issuing Office:
Australia and New Zealand Banking Group Limited
Level 10, 77 St Georges Terrace
Perth WA 6000
Phone: (08) 6298 3202
Brendan.Gorringe@anz.com
www.anz.com

28 November 2012

Landgate
PO Box 2222
MIDLAND WA 6936

Dear Sir/Madam,

Mortgagee consent to lodgement of easement

Australia and New Zealand Banking Group Limited as mortgagee under registered mortgages K500247 and L773582 consents to the lodgement and registration of the easement dated 16 July 2012 in respect of Lot 286 on Deposited Plan 222424 and Lot 2 on Diagram 1207 being the land contained in Certificates of Title Volume 1873 Folios 448 and 449.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
folio by Seannie Wilson
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of

Signature of Attorney

Signature of Witness

ANDREW WHITNEY

Print name of Witness

10/77 ST GEORGES TCE PERTH

Address of Witness





Issuing Office:
Australia and New Zealand Banking Group Limited
Level 10, 77 St Georges Terrace
Perth WA 6000
Phone: (08) 6298 3202
Brendan.Gorringe@anz.com
www.anz.com

14 December 2012

Landgate
PO Box 2222
Midland WA 6936

Attention: Registrar of Titles

Dear Sir / Madam

Consent to Subsequent Lodgement
(Replacing production of CT for non-issued CT dealings)
Land: Certificate of Title Volume 1873 Folio 448
Dealings: M122537, M122538 and M122539

Australia and New Zealand Banking Group Limited as mortgagee under registered mortgages K500247 and L773582 hereby consents to the registration of the following documents:



- 1 Deed of Easement dated 16 July 2012 burdening the Land between Beach Street Holdings Pty Ltd as grantor and Housing Authority as grantee;
- 2 Deed of Easement dated 16 July 2012 benefiting the Land between Housing Authority as grantor and Beach Street Holdings Pty Ltd as grantee; and
- 3 Deed of Easement dated 16 July 2012 benefiting the Land between Housing Authority as grantor and Beach Street Holdings Pty Ltd as grantee;

lodged by Department of Housing, 99 Plain Street, East Perth WA 6004.

Australia and New Zealand Banking Group Limited requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgages, NO duplicate Certificate of Title be issued at the conclusion of this transaction.

For all enquiries, contact Brendan Gorringe on (08) 6298 3202.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
folio by Jeannie Wilson
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of


Signature of Attorney

Signature of Witness
ANDREW WHITNEY
Print name of Witness
10/77 ST GEORGES TCE PERTH
Address of Witness

Institutional Property Group, Level 10, 77 St Georges Tce, Perth WA 6000
Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522.

Printed on 100% recycled paper

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.

EXAMINED

N491122 E

23 Nov 2016 15:45:15 Perth



LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470
Perth WA 6831
Australia**
FAX No **T 08 6467 6000
F 08 6467 6001**

REFERENCE No. **Issuing Box No: 888✓**

ISSUING BOX No.

PREPARED BY **DLA Piper**

ADDRESS **Level 31
152-158 St Georges Terrace
Perth WA 6000**

PHONE No. **(08) 6467 6000** FAX No. **(08) 6467 6001**

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. Letter Received Items
2. _____ Nos. 1
3. _____
4. _____
5. _____
6. _____ 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.

SCHEDULE

1. Dominant Land

Lot 20 on Deposited Plan 70560 and being the whole of the land comprised in Certificate of Title Volume 2821 Folio 239.

2. Servient Land

Lot 501 on Diagram 99847 and being the whole of the land comprised in Certificate of Title Volume 2196 Folio 684.

3. Encumbrances

Nil.

Executed as a Deed by:

The GRANTOR

The COMMON SEAL of
HOUSING AUTHORITY
was hereunto affixed
in the presence of:



Appointed Officer

ALLAN PEREIRA

Appointed Officer

Eugene George Bowden

The GRANTEE

Executed by **Beach Street Holdings Pty Ltd**
ACN 145 191 948 in accordance with
section 127 of the *Corporations Act 2001*:

Director/company secretary

Name of director/company secretary
(BLOCK LETTERS)

Director

Name of director
(BLOCK LETTERS)

difference is not resolved then, if either the Grantor or the Grantee so requires, they may at any time by notice served on the other refer the dispute or difference to a single arbitrator and the arbitration will be conducted in accordance with the Commercial Arbitration Act 2012 with the right of a party to be represented by agents and legal practitioners under section 24A of that Act.

12. Consideration

- 12.1 In consideration of the Easement granted by this Deed, the Grantee will pay the Grantor the sum of \$5,000 inclusive of any GST within 14 days of the date of execution of this Deed.

13. Costs

- 13.1 The Grantee will pay its own costs and the Grantor's reasonable costs (including solicitors' costs of \$500 inclusive of GST) with respect to the negotiation, preparation, stamping and registration of this Deed.

14. Duty

- 14.1 The Grantee will pay all duty payable on this Deed.

15. Notices

- 15.1 In addition to the effecting service under any statute, any statement, demand or notice to any party may be validly served for the purposes of this Deed by being delivered personally or sent by registered post to the address of the addressee.
- 15.2 Each party may from time to time change its address by giving notice pursuant to this clause.
- 15.3 Service under this Deed is taken to be effected:
- (1) where delivered, upon actual delivery; and
 - (2) where sent by mail, on the second clear Business Day after the day of posting.

16. Governing Law

- 16.1 This Deed will be construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

	(b)	any damage to the Intruding Structure as a result of inadequate support during excavations by the Grantor is at the risk of the Grantee provided the Grantor has complied with the Grantee's request, if any, in clause 6.1(1)(a); and
	(2)	the Grantor shall not cut demolish remove alter deface or in any way damage or destroy any portion of the Intruding Structure.
6.2		For the purpose of the Grantee fulfilling its obligations under 5.1(a), the Grantor must:
	(a)	subject to the Grantee complying with clause 5.3, allow the Grantee access to the Servient Land within a reasonable time from receipt of notice as described in 5.3(a); and
	(b)	allow the Grantee to take on to the Servient Land anything the Grantor agrees is reasonably necessary to fulfil its obligations.
7.		Termination of Easement
7.1		If the Intruding Structure is at any time wholly or substantially destroyed or demolished then the Grantee or the Grantor may elect to cancel and terminate the Easement and the rights granted by this Deed by giving written notice of that election to the other party. The Easement will terminate 21 days after that notice is given.
7.2		In the event the Easement is terminated pursuant to clause 7.1, the Grantee must at its cost:
	(a)	quit and deliver up vacant possession of all of the area of the Servient Land that was subject to the Easement (Easement Site) to the Grantor;
	(b)	remove any walls or structures remaining on the Easement Site (if any) and make good any damage to the Servient Land or the structures thereon as a result of doing so;
	(c)	remove any fixtures, fittings or other property installed on the Easement Site by the Grantee from the Easement Site which the Grantor requires the Grantee to remove;
	(d)	leave the Easement Site in good and safe repair and condition; and
	(e)	immediately on receiving a request from the Grantor to do so, the Grantee must sign a surrender of easement deed to be prepared by the Grantor at the cost of the Grantee.
8.		Acknowledgement
8.1		The Grantee acknowledges that it has no claim and no right to enter the Servient Land except as stated in this Deed.
9.		Further Assurance
9.1		The parties must do all acts and things and execute all documents to give effect to the intentions and matters of this Deed and to ensure that it is registered under the Transfer of Land Act with Landgate, Western Australia.
10.		Indemnity
10.1		Except to the extent that any Claims are caused or contributed to by the act, omission, default or negligence of the Grantor and the Grantor's patrons, the Grantee will indemnify and keep indemnified the Grantor from and against all Claims the Grantor may suffer or incur in connection with the Intruding Structure and the use of the Intruding Structure and the Servient Land by the Grantee or any person with the approval expressed or implied of the Grantee of the Servient Land or any part thereof, including for loss of life, personal injury to any person or damage to any property arising from or out of any accident on the Servient Land relating to the Intruding Structure or the exercise of the Grantee's rights under this Deed.
11.		Arbitration
11.1		If any dispute or difference arises between the parties as to the terms of this Deed or as to the respective rights, duties and obligations of the parties under or as to any other matter arising out of or connected with the subject matter of this Deed the parties will meet in good faith as expeditiously as possible and attempt to resolve the dispute or difference.
11.2		If after attempting to resolve the dispute or difference in the manner described in clause 11.1 the dispute or

- (b) at its own cost, effect and keep in force an adequate public risk insurance policy (for a minimum amount of \$10,000,000 per event), in the name of the Grantee and noting the interests of the Grantor for all Claims in respect of death or personal injury to any person or for loss, damage or injury occurring to the Servient Land or to any property of the Grantor or property under the care, control and management of the Grantor as a result of the construction of the Intruding Structure on the Servient Land or the use of the Servient Land in connection with the Intruding Structure;
- (c) ensure that:
 - (i) the insurance referred to in clause 5.1(b) covers the Grantor for the insured sum for any one event in respect of injury or loss to both persons and property;
 - (ii) the Grantor is notified of any cancellation of any insurance policy taken out in accordance with this clause 5.1(b); and
 - (iii) the Grantor is not liable for any payments (including any excess on claims) in respect of the insurance; and
- (d) at its own cost, terminate its rights under this Deed within 28 days if the Intruding Structure is demolished.

5.2 The Grantee must, in exercising its rights granted in this Deed:

- (a) do so in such manner as to cause as little inconvenience as practicable to the Servient Land;
- (b) remedy and make good any damage to the Servient Land which may result from the exercise of this Easement by the Grantee and the Grantee's patrons; and
- (c) comply with all Acts in connection with the use of the Servient Land and the rights granted pursuant to this Deed.

5.3 In carrying out its obligations under clause 5.1(a) in circumstances where to do so requires access to the Servient Land the Grantee must:

- (a) give reasonable prior notice to the Grantor in writing requesting access to the Servient Land;
- (b) not undertake any works unless and until the prior written consent of the Grantor has been obtained, which consent may be subject to conditions but will not be unreasonably withheld;
- (c) ensure that all works are commenced, carried out and completed with all proper speed and in a proper and workmanlike manner by professional and appropriately qualified tradespersons within a time period the Grantor considers reasonably acceptable;
- (d) not disrupt or inconvenience, or create a nuisance to, the Grantor, tenants and other occupiers and users of the Servient Land or the usual activity in, on or about the Servient Land;
- (e) make good any damage or loss that may be caused to the Servient Land and any property on the Servient Land arising from or in connection with the works of the Grantee or its employees', agents' or contractors' entry onto the Servient Land;
- (f) immediately remove from the Servient Land any rubbish or debris resulting from the works and leave the Servient Land in a neat and tidy condition; and
- (g) immediately vacate the Servient Land when requested by the Grantor at any time and from time to time.

6. Obligations of Grantor

6.1 The Grantor covenants with the Grantee so as to bind the Servient Land that the Grantor will not:

- (1) intentionally damage or interfere with the Intruding Structure, except that the Grantee acknowledges and agrees that:
 - (a) the Grantor intends to, and nothing in this Deed prevents the Grantor from, making excavation of the Servient Land under or beside the Intruding Structure provided that the Grantee is given notice of the excavations prior to commencement and, if deemed necessary by the Grantee and upon the written request of the Grantee, the Grantor provides artificial means of support to the Intruding Structure while the excavations are open (such means to be specified by the Grantee and agreed to by the Grantor and the costs of which will be payable by the Grantee to the Grantor on demand); and

- (10) **Grantor's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantor;
- (11) **Improvements** means the buildings and other improvements constructed or to be constructed on the Dominant Land from time to time;
- (12) **Intruding Structure** means the southern wall of the building forming part of the Improvements (as may be renovated and repaired from time to time) and which intrudes onto the Servient Land in the manner shown on the Deposited Plan; and
- (13) **Servient Land** means the land described in Item 2 of the Schedule.

2. Construction of Terms

2.1 Unless repugnant to the sense or context:

- (1) reference to any party will mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- (2) the word "*person*" will include a corporation;
- (3) words importing the singular or plural numbers will include the plural number and singular number respectively;
- (4) a reference to any gender will include all genders;
- (5) references to statutes will include all statutes amending or consolidating the statutes referred to;
- (6) words (including defined expressions) importing individual persons only will include corporations;
- (7) headings shall not affect the construction or interpretation of this Deed;
- (8) references to clauses are references to the clauses of this Deed;
- (9) unless the terms of this Deed are expressly to the contrary, rights granted to the Grantee under this Deed may be exercised by the Grantee and the Grantee's patrons and its and their officers, employees, contractors, workmen, agents, invitees and others acting with the Grantee's express or implied permission from time to time.

3. Commencement and Duration of Easement

- 3.1 The Easement granted by this Deed is intended to run with and bind the Servient Land for the benefit of the Dominant Land for so long as the Improvements remain on the Dominant Land.
- 3.2 The Easement shall commence on the date of execution of this Deed by the ~~Grantor~~ ^{Grantee} and shall continue until terminated in accordance with clause 7.

4. Operative Part

Grant of Easement

- 4.1 The Grantor as the registered proprietor of the Servient Land subject to the Encumbrances grants to the Grantee, subject to clause 5, the right:
 - (1) for the Intruding Structure to encroach upon the Servient Land;
 - (2) to use and maintain the Intruding Structure for the purpose of supporting the Improvements erected on the Dominant Land; and
 - (3) to enter upon the Servient Land by its agents, engineers, servants, workmen and others (with or without plant and equipment) upon reasonable notice to the Grantor or without such notice in the event of emergency, for the purpose of inspecting, repairing and maintaining the Intruding Structure but only to the extent that access to the Intruding Structure for the purposes of such inspection, repair or maintenance is not available from the Dominant Land.

5. Grantee's General Covenants

5.1 The Grantee covenants with the Grantor to:

- (a) keep and maintain the Intruding Structure in good and substantial repair and in a safe condition;

BLANK INSTRUMENT FORM**Easement of Support**

(Note 1)

This deed of easement is made the 8 day of November 2016
between:

Housing Authority formerly known as The State Housing Commission
of 99 Plain Street, East Perth, Western Australia
(Grantor)

AND

Beach Street Holdings Pty Ltd ACN 145 191 948
of 394 Stirling Highway, Claremont, Western Australia
(Grantee)

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 08/11/16 12:09 003394578-001 V6 N
DUTIABLE VALUE \$ *****5,000
DUTY \$ *****95.00

Recitals

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. The Grantee has erected Improvements upon the Dominant Land. A portion of the Improvements, being the Intruding Structure necessary for the support of the other Improvements on the Dominant Land, encroaches on the Servient Land and therefore forms part of the Servient Land.
- D. The Grantor has agreed to grant to the Grantee the Easement for the purpose of allowing the Intruding Structure erected on the Servient Land to remain so erected so as to provide support for the other Improvements erected on the Dominant Land upon the terms and conditions set out in this Deed.
- E. The Grantor and Grantee intend to ensure that their respective rights and obligations under this Deed are conferred upon or bind (as the case may be) upon their respective successors in title (including any strata company created upon the registration of a strata plan within the meaning of the *Strata Titles Act 1985 (WA)*) upon the terms and conditions set out in this Deed.

1. Definitions

1.1 In this deed, the following terms have the following meanings:

- (1) **Acts** means all acts and statutes (State or Federal) for the time being enacted or modifying any acts and/or regulations, by-laws, requisitions or orders made under any act from time to time by any statutory, public or other competent authority;
- (2) **Business Day** means any day which is not a Saturday, Sunday or a public holiday in Western Australia;
- (3) **Claims** means any claims, demands, proceedings, judgment damages, costs and losses of any nature whatsoever;
- (4) **Deed** means this Deed of Easement;
- (5) **Deposited Plan** means Deposited Plan 409803;
- (6) **Dominant Land** means the land described in Item 1 of the Schedule;
- (7) **Easement** means the easement created by this deed and shown as the areas marked "A" and "B" on the Deposited Plan;
- (8) **Encumbrances** means the encumbrances (if any) described in Item 3 of the Schedule;
- (9) **Grantee's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantee;

Commonwealth Bank

Commonwealth Bank of Australia
ACN 123 123 124

Banking Services Perth WA
Conveyancing

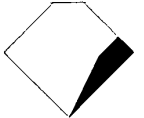
Level 7
Bankwest Place
300 Murray Street
Perth WA 6000
Australia

GPO Box A32
Perth WA 6001

Telephone (08) 9369 8917
Facsimile (08) 9422 2165
DX 143 Perth (6370 001)
Internet: www.commbank.com.au

The Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6056

EV000329922 LTR



9th November 2016

Our reference: 600012174576

CT number/s: 2821/239

Attn: Registrar of Titles

CONSENT TO SUBSEQUENT LODGEMENT

Commonwealth Bank of Australia, as Mortgagee of Mortgage(s) Numbered N006020 hereby consents to the registration of the following documents:

Application to register an easement of support

Lodged by: DLA Piper Australia

In favour of: Beach Street Holdings Pty Ltd

Commonwealth Bank of Australia requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgage, NO duplicate Certificate of Title be issued at the conclusion of this transaction.

Yours faithfully

Te Aroha Tuhaka
Customer Service Specialist
Group Lending Services Perth

L3U 0401

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. Erasure by correction fluid or tape is not acceptable. 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. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of title to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietor as shown on the Certificate of Title or Crown Lease.

EXAMINED

L821780 MH

29 Dec 2011 14:53:50 Perth



REG \$ 160.00

MEMORIAL

HERITAGE OF WESTERN AUSTRALIA ACT 1990

LODGED BY Heritage Council of WA
ADDRESS 108 Adelaide Tce
EAST PERTH WA 6004
PHONE No. (08) 9220 4114
FAX No. (08) 9221 4151
REFERENCE
ISSUING BOX No. 888V

PREPARED BY Heritage Council of WA
ADDRESS 108 Adelaide Tce
EAST PERTH WA 6004
PHONE No. (08) 9220 4114
FAX No. (08) 9221 4151

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. <u>Register Entry</u>	Received Items
2. _____	Nos. <u>①</u>
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

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.



Form Approval No. B1106

MEMORIAL

HERITAGE COUNCIL
Ref. No.: 15820

**HERITAGE OF WESTERN AUSTRALIA ACT 1990
REGISTER OF HERITAGE PLACES
NOTIFICATION OF ENTRY
SECTION 56 (1)**

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
DALGETY WOOL STORES (FMR) 36 QUEEN VICTORIA STREET, FREMANTLE			
LOT 2 ON DIAGRAM 1207	WHOLE	1873	448
LOT 1 ON DIAGRAM 1207 LOTS 265, 266, 303 & 304 ON DEPOSITED PLAN 222424 LOT 52 ON DIAGRAM 5998	WHOLE	1873	450

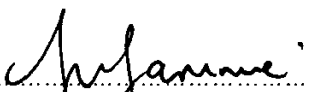
REGISTERED PROPRIETOR OF LAND (Note 2)

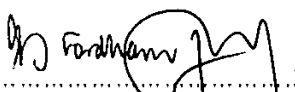
BEACH STREET HOLDINGS PTY LTD
OF 78 CHURCHILL AVENUE, SUBIACO

On the 11TH day of APRIL 2008

AN ENTRY IN RESPECT TO THE ABOVE DESCRIBED LAND WAS MADE IN THE REGISTER OF HERITAGE PLACES, PURSUANT TO DIVISION 2 OF PART 5 OF THE HERITAGE OF WESTERN AUSTRALIA ACT 1990, AND THE PARTICULARS REGISTERED IN RESPECT OF THAT ENTRY ARE INCLUDED HEREWITH.

Dated this 29TH day of DECEMBER 2011


.....
GRAEME GAMMIE
EXECUTIVE DIRECTOR
OFFICE OF HERITAGE,
A DELEGATE OF THE HERITAGE COUNCIL
OF WESTERN AUSTRALIA (GOVERNMENT
GAZETTE 18 MAY 2010, PAGE 2042)


.....
WITNESS, VINCENT FORDHAM
LAMONT, AN OFFICER OF THE
OFFICE OF HERITAGE



**HERITAGE
COUNCIL**
OF WESTERN AUSTRALIA

REGISTER OF HERITAGE PLACES

Permanent Entry

1. **DATA BASE No.** 15820
2. **NAME** *Dalgety Wool Store (fmr)* (1922/3; 1927; 1942; 1944; 1952)
OTHER NAME (Fort Knox Self Storage)
3. **LOCATION** 36 Queen Victoria Street, Fremantle
4. **DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY**
Lot 2 on Diagram 1207 being the whole of the land contained in Certificate of Title Volume 1873 Folio 448; Lot 268 on Deposited Plan 222424 being the whole of the land contained in Certificate of Title Volume 1873 Folio 449; and Lot 1 on Diagram 1207, Lot 52 on Diagram 5998, Lots 265, 266, 303 and 304 on Deposited Plan 222424 together being the whole of the land contained in Certificate of Title Volume 1873 Folio 450.
5. **LOCAL GOVERNMENT AREA** City of Fremantle
6. **OWNER** Match Securities Limited
7. **HERITAGE LISTINGS**

• Register of Heritage Places:	Permanent Entry	11/04/2007
• National Trust Classification:		-----
• Town Planning Scheme:		-----
• Municipal Inventory:	Adopted - Level 2	22/02/2000
• Register of the National Estate:		-----
8. **CONSERVATION ORDER**

9. **HERITAGE AGREEMENT**

10. **STATEMENT OF SIGNIFICANCE**
Dalgety Wool Store (fmr), comprising a four-level brick and iron warehouse building (1922/23, 1927, 1944) and an adjoining single-storey brick and iron warehouse (1942, 1952) in a late version of the Federation Warehouse style, constructed for Dalgety and Co to provide warehousing and showrooms for the auction of wool to local, interstate and overseas buyers, is of cultural heritage significance for the following reasons:

the place is an outstanding example of a large-scale utilitarian warehouse in a late version of the Federation Warehouse style of architecture;

INSTRUCTIONS

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3. No alteration should be made by erasure. Erasure by correction fluid or tape is not acceptable. 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. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of title to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietor as shown on the Certificate of Title or Crown Lease.

EXAMINED

N491125 MH

23 Nov 2016 15:45:15 Perth



MEMORIAL

HERITAGE OF WESTERN AUSTRALIA ACT 1990

LODGED BY ~~Heritage Council of WA~~

ADDRESS ~~491 Wellington Street~~
~~PERTH WA 6000~~

PHONE No. ~~(08) 6552 4000~~

FAX No. ~~(08) 6552 4000~~ **DLA PIPER**
Perth WA 6831

REFERENCE **Australia**
T 08 6467 6000
F 08 6467 6001

ISSUING BOX No. 888V

Issuing Box No: 888V

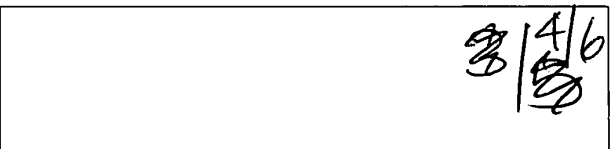
PREPARED BY Heritage Council of WA

ADDRESS 491 Wellington Street
PERTH WA 6000

PHONE No. (08) 6552 4000

FAX No. (08) 6552 4001

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Heritage Agreement copy 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.

Form Approval No. B7233

MEMORIAL

HERITAGE COUNCIL
Ref. No.: 15820

HERITAGE OF WESTERN AUSTRALIA ACT 1990 HERITAGE AGREEMENT SECTION 29 (6)

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

DALGETY WOOL STORES (FMR)
36 QUEEN VICTORIA STREET, FREMANTLE
LOT 20 ON DEPOSITED PLAN 70560

WHOLE

2821

239

REGISTERED PROPRIETOR OF LAND (Note 2)

BEACH STREET HOLDINGS PTY LTD OF 394 STIRLING HIGHWAY, CLAREMONT

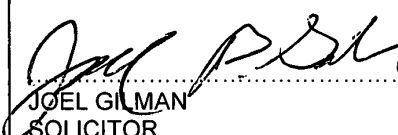
HERITAGE AGREEMENT

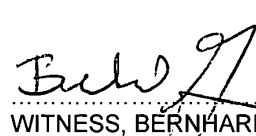
THE WITHIN INSTRUMENT DATED THE 10TH DAY OF NOVEMBER 2016
AND CERTIFIED UNDER SECTION 32 (1) IS A HERITAGE AGREEMENT UNDER SECTION 29 OF
THE HERITAGE OF WESTERN AUSTRALIA ACT 1990.

DURATION OF AGREEMENT

OF PERMANENT EFFECT

Dated this 14th day of NOVEMBER 2016


JOEL GILMAN
SOLICITOR,
DEPARTMENT OF THE STATE HERITAGE OFFICE,
A DELEGATE OF THE HERITAGE COUNCIL
OF WESTERN AUSTRALIA (GOVERNMENT
GAZETTE 18 JULY 2014, PAGE 2560)


WITNESS, BERNHARD KLINGSEISEN
SENIOR LAND INFORMATION OFFICER
DEPARTMENT OF THE STATE HERITAGE
OFFICE

Heritage of Western Australia Act 1990

Section 29

EV000329926 OTHER



HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

BEACH STREET HOLDINGS PTY LTD

(ACN 145 191 948)

As Trustee for the

FORT KNOX DEVELOPMENT TRUST

(ABN 23 622 415 263)

in respect of

LOT 20 ON DEPOSITED PLAN 70560

A portion of

DALGETY WOOL STORES (FMR)

(HCWA Place No. 15820)

TABLE OF CONTENTS

Part 1	Definitions & Construction	
1.1	Definitions	Page 3
1.2	Construction	Page 4
Part 2	Commencement, Duration and Scope of this Agreement	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
Part 3	Development and Conservation	
3.1	Conservation Plan	Page 6
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Maintenance	Page 6
3.5	Conservation Consultant	Page 6
3.6	Reporting	Page 6
3.7	Insurance	Page 7
3.8	Compliance with Statutes	Page 7
Part 4	Council's Rights of Entry and Powers of Inspection	
4.1	Council's rights of entry and powers of inspection	Page 8
Part 5	Default	
5.1	Events of default	Page 8
5.2	Rights and remedies of Council	Page 8
5.3	Land and Place at risk of Owner	Page 8
5.4	Interest on overdue money	Page 9
Part 6	Notices	
6.1	Form of notices	Page 9
6.2	Address for notices	Page 10
Part 7	General	
7.1	Variation to be in writing	Page 10
7.2	Governing Law	Page 10
7.3	Further assurances	Page 10
7.4	Extension of time by Council	Page 10
7.5	Costs	Page 10
7.6	No Waiver	Page 11
Part 8	Trustee's Limitation of Liability	
8.1	Definitions	Page 11
8.2	Acknowledgement	Page 11
8.3	Owner's Covenants and Warranties	Page 11
8.4	Application of this Part 8	Page 12
The Schedule		Page 13
Signatures		Page 14
Certification		Page 15
Annexures		Page 16

HERITAGE AGREEMENT

Lot 20 on Deposited Plan 70560 A portion of Dalgety Wool Stores (fmr) 36 Queen Victoria Street Fremantle

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of Level 2, 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and
2. **BEACH STREET HOLDINGS PTY LTD** (ACN 145 191 948) as Trustee for the **FORT KNOX DEVELOPMENT TRUST** (ABN 23 622 415 263), of 394 Stirling Highway, Claremont, Western Australia, 6010 (the "Owner").

RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 11 April 2008.
- D. As a condition of support for planning approval the Owner is required to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Completion Date" means:

- (a) in the case of **“Short-term Works”** as described in Item 5 of the Schedule, the second anniversary of the Effective Date;
- (b) in the case of **“Medium-term Works”** as described in Item 5 of the Schedule, the fifth anniversary of the Effective Date; and
- (c) in the case of **“Long-term Works”** as described in Item 5 of the Schedule, the tenth anniversary of the Effective Date.

“Conservation Plan” means the Conservation Plan in respect of the Place described in Item 4 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

“Conservation Works” means the works specified in Item 5 of the Schedule;

“Damage” means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

“Development” means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

“Effective Date” means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

“Event of Default” is defined in clause 5.1;

“Land” means the land described in Item 3 of the Schedule;

“Maintenance” means the continuous protective care of the Significant Fabric as specified in Item 6 of the Schedule;

“Minister” means the Minister responsible for the administration of the Act;

“Owner” means:

- (a) subject to clause 2.2(d), BEACH STREET HOLDINGS PTY LTD, for so long as BEACH STREET HOLDINGS PTY LTD is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression “owner” is defined in the Act;

“Place” means the place described in Item 1 of the Schedule;

“Register” means the Register of Heritage Places as defined in the Act;

“Significant Fabric” means all the physical material of the Place specified in Item 2 of the Schedule; and

“Use” means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Construction

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute

includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.

- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

The Owner must undertake the conservation of the Place and is required to carry out the Conservation Works by the Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

3.3 Development

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.4 Maintenance

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Plan; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

3.6 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of each category of Conservation Works

(i.e., "Short-term Works", "Medium-term Works" and "Long-term Works", respectively).

- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
 - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
 - (ii) the condition of the Significant Fabric at the time of the report; and
 - (iii) any other matters regarding the conservation of the Place as specified in the written request;provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.8 Compliance with Statutes

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land and/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

PART 4
COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 Council's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

PART 5
DEFAULT

5.1 Events of default

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with

the Development, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or Maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an 'Indemnified Party') against all Damage incurred or suffered by any of them arising from or in connection with the Development, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.

- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

PART 6 NOTICES

6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

6.2 Address for notices

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia
PO Box 7479
Cloisters Square PO WA 6850

Phone: (08) 6552 4000 Fax: (08) 6552 4001
Email: info@stateheritage.wa.gov.au

ATTENTION: Manager, Development Referrals
- (b) the **Owner**: Beach Street Holdings Pty Ltd
394 Stirling Highway
Claremont WA 6010

Phone: (08) 9384 3855 Fax: (08) 9384 3866
Email: dean.burrowes@mggroup.com.au

ATTENTION: Dean Burrowes

PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the Council and the Owner and certified by the Minister.

7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

7.4 Extension of time by Council

The Council may, at its discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of obligations of the Owner under this Agreement.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

7.6 No Waiver

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

PART 8 TRUSTEE'S LIMITATION OF LIABILITY

8.1 Definitions

In this Part 8, the following definitions apply:

- (a) **Trust** means the Fort Knox Development Trust as established by the Trust Deed;
- (b) **Trust Deed** means the constitution of the Fort Knox Development Trust dated 30 July 2007; and
- (c) **Trust Property** means all assets, property rights real and personal of any value whatsoever of the Trust.

8.2 Acknowledgement

The parties acknowledge and agree that:

- (a) The Owner enters into this Agreement in its capacity as trustee of the Trust and in no other capacity;
- (b) Except in the case of any liability of the Owner under or in respect of this Agreement resulting from the Owner's own fraud, negligence, or breach of trust, the recourse for any person to the owner in respect of any obligations and liabilities of the Owner under or in respect of this Agreement is limited to the Owner's ability to be indemnified from the Trust Property; and
- (c) If any party does not recover the full amount of any money owing to it arising from non-performance by the Owner of any of its obligations, or non-payment by the Owner of any of its liabilities, under or in respect of this Agreement by enforcing the rights referred to in clause 8.2(a)(ii), that party may not (except in the case of fraud, negligence or breach of trust by the Owner) seek to recover the shortfall by:
 - (i) bringing proceedings against the Owner in its personal capacity; or
 - (ii) applying to have the Owner wound up.

8.3 Owner's Covenants and Warranties

The Owner covenants with, and warrants to, the Council the following:

- (a) It has full powers pursuant to its constitution and the Trust Deed to enter into this Agreement and to perform its obligations under this Agreement;
- (b) The Trust is lawfully and validly constituted and the Trust Deed has been properly executed;
- (c) It is indemnified out of the assets of the Trust;
- (d) It has obtained all consents and approvals necessary to execute this Agreement so as to bind the property of the Trust and all necessary conditions precedent for that purpose have been met;

- (e) No facts are known to it, as at the date of this Agreement, whereby:
 - (i) the Trust might be wound up voluntarily or otherwise;
 - (ii) the trustee might be changed; or
 - (iii) the assets of the Trust might be vested in another person;
- (f) If, while the Owner is bound by this Agreement, there is any variation to, or amendment of, the terms of the Trust Deed (trust variation), or a change that affects the covenants and warranties given in the preceding paragraphs (change of covenant and warranty), it will provide a copy of the trust variation, or details of the change of covenant and warranty, as the case may be, to the Council as soon as practicable after the trust variation or change of covenant and warranty occurs.

8.4 Application of this Part 8


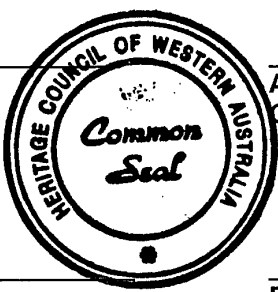

The limitations on liability established by this Part 8 apply despite any other provision of this Agreement or any principle of equity or law to the contrary.

THE SCHEDULE

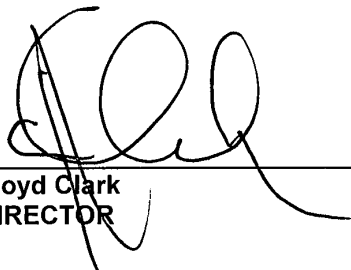

- Item 1: Place**
- Lot 20 on Deposited Plan 70560, a portion of *Dalgety Wool Stores (fmr)* (HCWA Place No. 15820), located at 36 Queen Victoria Street, Fremantle, Western Australia, and consists of:
- (a) the Land;
 - (b) all buildings, structures and works on the Land from time to time; and
 - (c) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**
- The Significant Fabric is specified in Section 3.0 of Conservation Plan, "Graded Zones and Elements of Significance", including Figures 14-20.
- Item 3: Land**
- Lot 20 on Deposited Plan 70560 being the whole of the land contained in Certificate of Title Volume 2821 Folio 239.
- Item 4: Conservation Plan**
- 'HEIRLOOM' / DALGETY WOOL STORES (FMR)*
Conservation Management Strategy prepared by Hocking Heritage Studio (September 2016).
- Item 5: Conservation Works**
- The schedule of works described in Annexure A.
- Item 6: Maintenance**
- The schedule of maintenance activities described in Annexure B.

EXECUTED AS A DEED

THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:

 _____ Graeme Gammie EXECUTIVE DIRECTOR		 _____ Anne Arnold CHAIRPERSON
<u>26/10/16</u> Date signed		<u>3rd November 2016</u> Date signed

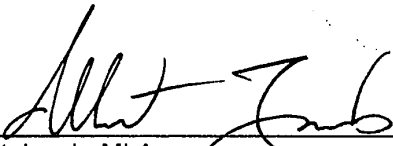
FOR BEACH STREET HOLDINGS PTY LTD (ACN 145 191 948):

 _____ Lloyd Clark DIRECTOR	 _____ Cameron Barr DIRECTOR
<u>26/10/2016</u> Date signed	Matthew Adam McNeilly <u>26/10/2016</u> Date signed

**CERTIFICATE UNDER SECTION 32
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 10th day of November 2016.



Albert Jacob, MLA
Minister for Environment; Heritage

Annexure A

Conservation Works

The following works are derived from Section 4.0 of the Conservation Plan, "Conservation Works and Maintenance Schedules" at pages...

Short-term Works (to be completed within two years of the Effective Date)

1. Assess condition of the brick retaining wall in the basement along the south façade for further signs of penetrating and falling damp from site drainage in the adjoining housing development, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary.
2. Assess condition of the brick retaining wall in the basement along east façade for falling damp from footpath and downpipes, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary.
3. Assess condition of the brick retaining wall in the basement along north façade for penetrating damp from site drainage, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary
4. Assess effectiveness of bird proofing system. Upgrade and/or investigate other alternatives if existing system is not sufficient to deter pigeons.

Medium-term Works (to be completed within five years of the Effective Date)

5. Inspect flashings to timber columns, bearers, struts and joists in the atriums. Replace and/or reposition as required to provide protection to timber and joints between various members.
6. Assess condition of mortar joints on face brickwork. Re-point where joints are missing and/or eroded to match existing materials and profiles.

Long-term Works (to be completed within 10 years of the Effective Date)

7. Re-paint all exposed timber structures in the atriums including columns, bearers, struts and joists with external grade opaque paint finish to protect timber. Colour to match existing colour scheme.
8. Re-paint all exposed timber lined soffits, fascia and moulding to eaves of saw tooth roof on Queen Victoria Street façade with external grade opaque paint finish to protect timber. Colour to match existing colour scheme.
9. Re-paint all exposed steel structures in the atriums including steel braces and columns with external grade opaque paint finish to protect steel. Colour to match existing colour scheme.
10. Re-paint all down pipes, saddle straps and rain water heads on Beach Street and Queen Victoria Street facades to match existing colour scheme.
11. Re-paint timber enclosure with external grade paint finish to match existing colour scheme for the wool hoist located on Level 1 foyer.

Annexure B

Maintenance

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

Periodic Maintenance Schedule:

As needed:

- Promptly remove graffiti.
- Remove debris and blockage in grated channel drains in the atrium and grated drains along the footpath on Queen Victoria Street and Beach Street.

Annually:

- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect roof access safety system, access ladders, platforms and ensure in sound condition
- Inspect fire detection equipment, alarms and sprinkler systems to ensure all equipment and systems are in good operating condition and compliant.
- Check to ensure wool hoist on Level 1 is intact and secured. Check for loose fixings, loose or missing hardware and loose boards and repair as required.
- Check to ensure all terracotta wall vents on the facades are intact. Repair and/or replace damaged vents as required to match existing.
- Check to ensure external doors, windows, louvered openings and gates have not been tampered with or damaged and replace as required.
- Check for evidence of termite activity, pigeons and pests and treat as required.
- Assess changes to face brickwork, internally and externally, including fretting and spalling bricks, missing or eroded mortar joints, cracks through joints and bricks and carry out repairs as required to match existing.
- Assess changes to concrete lintels and beams, internally and externally, including spalling concrete, signs of corrosion of embedded reinforcements, cracks and carry out repairs as required to match existing.
- Assess changes to exposed timbers, internally and externally, including cracks, splits, signs of wood decay and carry out repairs as required.

- Inspect condition of interpretive panels in the foyer and on lift shafts. Ensure panels and fixings are secured and intact. Repair and/or replace panels and fixings as required.
- Check for leaks and water ingress –
 - in the upper basement from the atriums on Level 1 that may affect condition and integrity of timber columns and timber floor structures beneath atrium floor finishes;
 - in roofs, windows and cladding in the saw tooth roofs, box gutters on Level 3 and 4;
 - through louvered openings in the upper basement level; and
 - through exposed timber floor structures of all apartments, particularly within and adjacent to wet areas, plumbing penetrations, kitchen and balconies.
 - Remedy as required.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary.
- Inspect and repair external glazing as necessary.
- Inspect condition of paint system on all timber and steel structures in the atrium including timber columns, bearers, struts, joists, and steel bracing and trusses. Repaint as required.
- Inspect condition of oiled finish on all timber elements in the apartments and internalised common areas (entry foyers, lift lobbies, corridors). Reapply oil as required.
- Inspect condition of paint system on all rendered concrete elements on the facades including coping, sills, lintels, cornices, key stones within brick arches. Repaint as required with high performance flexible acrylic copolymer waterproof protective coating.

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number, to be stated.
2. REGISTERED PROPRIETOR
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND
Describe the factor affecting the use or enjoyment of land.
5. ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. REGISTERED PROPRIETOR'S EXECUTION
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

N491123 NR

23 Nov 2016 15:45:15 Perth



NOTIFICATION

LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470**
Perth WA 6831
FAX No. **Australia**
T 08 6467 6000
F 08 6467 6001

REFERENCE No.

Issuing Box No: 888v

ISSUING BOX No.

PREPARED BY **DLA Piper**

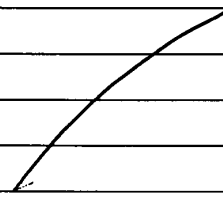
ADDRESS **PO Box Z5470, Perth WA 6831**

PHONE No. **6467 6000** FAX No. **6467 6001**

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

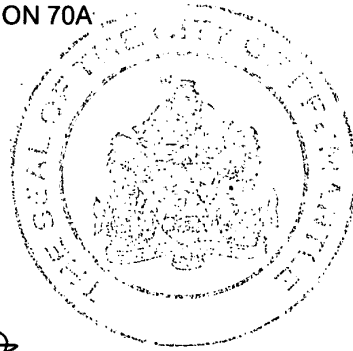
2/6

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith


1. _____		Received Items
2. _____		Nos.
3. _____		0
4. _____		
5. _____		
6. _____		Receiving Clerk


Lodged 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.

NOTIFICATION UNDER SECTION 70A




THE COMMON SEAL of the **CITY OF**)
FREMANTLE was hereunto affixed by)
authority of a resolution of the Council in)
the presence of:



MAYOR


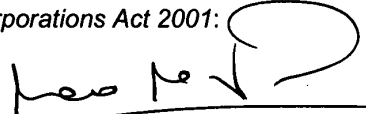
CHIEF EXECUTIVE OFFICER



PRINT FULL NAME
PHILIP ST JOHN
Chief Executive Officer

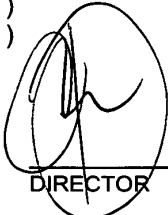
PRINT FULL NAME

Executed by **BEACH STREET**)
HOLDINGS PTY LTD ACN 145 191 948)
in accordance with Section 127 of the)
Corporations Act 2001:



~~SECRETARY~~/DIRECTOR
(Delete whichever designation is incorrect)
Matthew Adam McNeilly

PRINT FULL NAME



DIRECTOR
CAMERON ANDREW NEAST

PRINT FULL NAME

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

Lot 20 on Deposited Plan 70560

EXTENT

Whole

VOLUME

2821

FOLIO

239

REGISTERED PROPRIETOR (Note 2)

BEACH STREET HOLDINGS PTY LTD ACN 145 191 948 OF 394 Stirling Highway, Claremont

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF FREMANTLE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (**land**) are notified that the land is located in close proximity to the Fremantle Port (within 0.1 kilometres) and may be subject to noise, odour and activity not normally associated with residential use. Further information may be obtained from the offices of the City of Fremantle.

Dated this

23

day of

November

Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number, to be stated.
2. REGISTERED PROPRIETOR
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND
Describe the factor affecting the use or enjoyment of land.
5. ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. REGISTERED PROPRIETOR'S EXECUTION
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

N491124 NR

23 Nov 2016 15:45:15 Perth



NOTIFICATION

LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470
Perth WA 6831
Australia**
FAX No **T 08 6467 6000
F 08 6467 6001**

REFERENCE No. **Issuing Box No: 888V**

ISSUING BOX No.

PREPARED BY **DLA Piper**

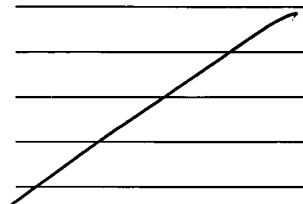
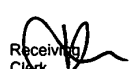
ADDRESS **PO Box Z5470, Perth WA 6831**

PHONE No. **6467 6000** FAX No. **6467 6001**

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

3/6

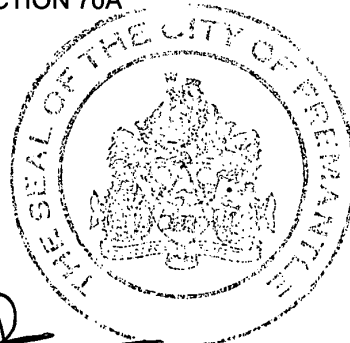
TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____		Received Items
2. _____		Nos.
3. _____		0
4. _____		
5. _____		
6. _____		
		Receiving Clerk 

Lodged 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.

NOTIFICATION UNDER SECTION 70A

THE COMMON SEAL of the **CITY OF**)
FREMANTLE was hereunto affixed by)
authority of a resolution of the Council in)
the presence of:






MAYOR



CHIEF EXECUTIVE OFFICER



PRINT FULL NAME
PHILIP ST JOHN
Chief Executive Officer

PRINT FULL NAME

Executed by **BEACH STREET**)
HOLDINGS PTY LTD ACN 145 191 948)
in accordance with Section 127 of the)
Corporations Act 2001:



~~SECRETARY~~/DIRECTOR
(Delete whichever designation is incorrect)

Matthew Adam McNeilly

PRINT FULL NAME



DIRECTOR

CARLETON ANDREW KEAT JARR

PRINT FULL NAME

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 20 on Deposited Plan 70560	Whole	2821	239

REGISTERED PROPRIETOR (Note 2)

BEACH STREET HOLDINGS PTY LTD ACN 145 191 948 OF 394 Stirling Highway, Claremont

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF FREMANTLE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (land) are notified that only one car parking bay is available on-site for those apartments that are only allocated one parking bay. Further information regarding alternative car parking within the City may be obtained from the offices of the City of Fremantle.

Dated this 23 day of November Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3

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.

N491126 SM

23 Nov 2016 15:45:15 Perth



Lodged By

DLA PIPER

Address

PO Box Z5470

Phone No. Perth WA 6831

Australia

Fax No. T 08 6467 6000

E-Mail F 08 6467 6001

Reference No.

Issuing Box No: **888v**

Prepared By DLA Piper

Address Level 31
152-158 St Georges Terrace
Perth WA 6000

Phone No. (08) 6467 6000

Fax No. (08) 6467 6001

E-Mail robyn.rogers@dlapiper.com

Reference No. 377312/1

Issuing Box No. V888

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

Received Items

Nos. 1

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.

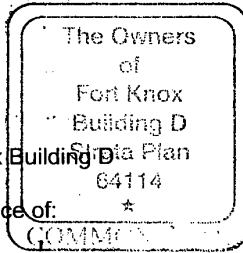
EXAMINED

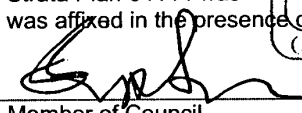
**THE OWNERS OF FORT KNOX BUILDING D STRATA PLAN 64114
ENCUMBRANCE Document & No. Easement Burden M122537**

We, the **OWNERS OF FORT KNOX BUILDING D STRATA PLAN 64114**, having the benefit of easement M122537 hereby consent to this Management Statement.


Dated 15 day of November 2016

The Common Seal of
The Owners of Fort Knox Building D
Strata Plan 64114 was
was affixed in the presence of:




Member of Council

EMILY LAPINSKI
Name of Member of Council
(BLOCK LETTERS)


Member of Council

BRIAN DUGGAN
Name of Member of Council
(BLOCK LETTERS)

RLR/RLR/377312/1/AUM/1214261890.1

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21W/31 75-408 101

RLR/RLR/377312/1/AUM/1214261890.1

Global Diversity Opportunity Ltd ARBN 165 599 155
ENCUMBRANCE Document & No. Mortgage N006021



JON ROBERT LEWIS
AUTHORIZED SIGNATORY

RLR/RLR/377312/1/AUM/1214261890.1

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RLR/RLR/377312/1/AUM/1214261890.1

Commonwealth Bank of Australia ACN 123 123 124
ENCUMBRANCE Document & No. Mortgage N006020

SIGNED BY LINDA GORMAN
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
A.C.N. 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of:
[Signature]
An Officer of the said Bank
JOHN MAVERA
300 MURRAY STREET PERTH

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney
[Signature]
ASSISTANT MANAGER
H662979

RLR/RLR/377312/1/AUM/1214261890.1

DATED THIS 23 DAY OF November 2016

Executed by

Executed by **Beach Street Holdings Pty Ltd** ACN 145 191 948 as trustee for the Fort Knox Development Trust ABN 23 622 415 263 in accordance with section 127 of the Corporations Act 2001:

Director/company secretary

Director

Woods Richard Clark
Name of director/company secretary
(BLOCK LETTERS)

ARMERON ANDREW KEAST JARL
Name of director
(BLOCK LETTERS)

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

RLR/RLR/377312/1/AUM/1214261890.1

- 26.8 A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this By-Law 26.
- 26.9 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are no longer the Proprietor or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of electricity to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

27. Conditions of Approval

- 27.1 When the consent of the Strata Company is required, the consent:

- (1) may be withheld;
- (2) may be given on conditions; and
- (3) may be withdrawn,

as the Council shall reasonably determine.

28. Strata Manager

- 28.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 28.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager:
- (1) operates a trust account where the funds of the Strata Company will be deposited;
 - (2) has in place current professional indemnity insurance; and
 - (3) is a member of the Strata Titles Institute of W.A.
- 28.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

29. Limiting access to parts of common property

- 29.1 The Strata Company may take measures to ensure the security and to preserve the safety of the common property and the Lots from damage, fire or other hazards and, without limitation, may in respect of any part of the common property not required for access to a Lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors or occupiers of any part of the common property.

RLR/RLR/377312/1/AUM/1214261890.1

26. Power of Strata Company regarding Sub meters

- 26.1 Where the supply of electricity to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage of electricity by each Lot and may engage the services of a third party for this purpose.
- 26.2 The Strata Company may recover the costs of the supply of electricity attributable to each Lot, such costs to be determined based on the prevailing Synergy retail tariffs from time to time.
- 26.3 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 26.2 as a levy against the relevant proprietor and the proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 26 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- 26.4 The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 26.6, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.
- 26.5 The Strata Company must lodge every sum received under this By-Law to the credit of an interest bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Proprietor or occupier who made the payment.
- 26.6 If the Proprietor or occupier in respect of which a sub meter is used for the supply of electricity refuses or fails to pay any charges due for the supply of electricity to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
- (1) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier a security under sub-bylaw 26.4, including any interest that may have accrued in respect of that account; and
 - (2) issue the Proprietor or occupier with:
 - (a) a payment reminder notice (**Reminder Notice**) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
 - (b) failing compliance with a Reminder Notice, a disconnection notice (**Disconnection Notice**) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (3) disconnect the electricity supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
 - (4) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to sub-bylaw 26.3.
- 26.7 A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.

RLR/RLR/377312/1/AUM/1214261890.1

25.2 If:

- (1) a Proprietor institutes legal proceedings against the Strata Company or legal proceedings in which the Strata Company becomes involved; or
- (2) the Strata Company institutes legal proceedings against a Proprietor or legal proceedings in which a Proprietor becomes involved as a party with an adverse interest;

and:

- (3) that Proprietor is not successful in those legal proceedings; and
- (4) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and
- (5) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**);

then the Council is empowered to:

- (6) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (7) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

25.3 For the purposes of this By-Law, "legal proceedings" includes (but is not limited to):

- (1) the issuing of a notice alleging a breach of the Act or By-Laws that could lead to an application to the State Administrative Tribunal or any Court;
- (2) an application to the State Administrative Tribunal for relief under the Act;
- (3) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (4) a claim in any Court for the recovery of any contribution or other amount levied on the Proprietor; and
- (5) any other proceedings in any court.

25.4 For the purposes of this By-Law, "costs" includes (but is not limited to):

- (1) Strata Manager's costs;
- (2) debt recovery agent's costs;
- (3) costs of any employees of and contractors to the Strata Company preparing for or being involved in the legal proceedings;
- (4) costs of any consultants and experts; and
- (5) legal costs and disbursements on a solicitor/own-client indemnity basis.

RLR/RLR/377312/1/AUM/1214261890.1

- 20.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Lot or the common property.

21. Public Address and Sound Amplification Systems

- 21.1 No Proprietor or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in a Lot or the common property, exclusive use area or in any other place where it may be heard in any other part of the Scheme without the consent of the Council.
- 21.2 A Proprietor of a Commercial Lot may operate a radio or television receiver on their Lot subject to the Proprietor complying with all reasonable restrictions imposed by the Council from time to time in relation to noise restrictions for the Land.

22. Power to Decorate

- 22.1 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 its 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.

23. Common Property Damage & Contractor Instructions

- 23.1 If damage of any nature is caused to any part of the common property by the actions of any Proprietor, occupier or their Invitee, that Proprietor must bear the full cost of making good such damage.
- 23.2 If the Strata Company expends money to make good the damage to the common property (which has been notified to the relevant proprietor and in relation to which notice the Proprietor is in default under Schedule 2, By-Law 24), the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 23.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person 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 also be personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

24. Default

- 24.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 15 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

25. Costs of legal proceedings

- 25.1 This By-Law takes effect subject to sections 81(11) and 111 of the Act.

RLR/RLR/377312/1/AUM/1214261890.1

- 17.5 A Proprietor or occupier that fails to comply with a notice issued under sub-bylaw 17.4 must immediately remove the animal from the Lot.

18. Prohibition on Smoking

- 18.1 No Proprietor, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of a Commercial Lot or common property and further, they must comply with any laws or regulations in relation to smoking in any areas of the Scheme.

19. Rules

- 19.1 The Strata Company may determine, in a general meeting from time to time to withdraw or amend rules for the use, control and management of the common property including:

- (1) affixing of external aerials;
- (2) parking of vehicles, including restrictions and requirements applicable to the parking of vehicles, Visitor Car Parking Bays and Disabled Car Parking Bays for the purpose of Schedule 1 By-Laws 37 and 41;
- (3) fire and emergency exercises;
- (4) use of lifts, stairways and passageways;
- (5) rubbish collection;
- (6) security of the building and charges relating to the security system and security keys.

- 19.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

20. Fire Protection and Equipment

- 20.1 The Strata Company must:

- (1) adopt, regularly review and put into effect a fire management plan designed to minimise the risk of an outbreak of fire being initiated within the Land, to control and extinguish any outbreak of fire which may occur within the Land and to preserve the safety of people located upon or within the Land;
- (2) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the recommendations of DFES from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
 - (a) Fire Protection Equipment – A.S. 1851;
 - (b) Fire Hose Reels – A.S. 1851.2 – 1995;
 - (c) Fire Hydrants - A.S. 1841.4 – 1992;
 - (d) Pumpset System - A.S. 2941; and
 - (e) Fire Sprinkler System.

RLR/RLR/377312/1/AUM/1214261890.1

suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Proprietor or any injury to or death of any person caused by that Proprietor using any part of the Land.

15.4 A Proprietor or occupier must not drive any Vehicle on any common property access ways in excess of 10 kilometres per hour.

15.5 A Proprietor, occupier or Invitee must not, without the prior written approval of the Strata Company:

- (1) park or stand any Vehicle upon common property, except as permitted by the By-Laws or with the written approval of the Council;
- (2) park or stand any Vehicle on a part-lot car parking bay lot or common property other than wholly within a car parking bay;
- (3) park or stand any Vehicle within any visitors car parking bay on common property;
- (4) park or stand any Vehicle other than a motor car, on a Lot or common property, other than for and in the course of deliveries to the Lot; nor
- (5) conduct substantial repairs to or restorations of any Vehicle upon common property or allow any inoperable Vehicle to remain on its Lot or on common property.

16. Flammable materials

16.1 A Proprietor and occupier must not use or store any inflammable or hazardous material upon the Lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a Vehicle.

17. Animals

17.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Lot without the prior written consent of the Council.

17.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.

17.3 A Proprietor or occupier granted consent under sub-bylaw 17.2:

- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
- (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot;
- (3) is responsible for the health, hygiene, control and supervision of the animal; and
- (4) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of Heirloom Apartments by other Proprietors.

17.4 The Strata Company may serve a notice on a Proprietor or occupier of a Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.

RLR/RLR/377312/1/AUM/1214261890.1

12. Cleaning Windows

- 12.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.
- 12.2 The Proprietor of a Commercial Lot must, in addition to its obligations in Schedule 2 sub-bylaw 12.1, keep all external glass (whether in windows, doors or otherwise) on the boundary of its Lot clean and serviced at its cost at all times.

13. Signage on Commercial Lots

- 13.1 The Proprietors and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
- (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 35;
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot;
 - (3) the sign does not contain any offensive material.

14. Signage on Residential Lots

- 14.1 No sign or billboard may be displayed:
- (1) within public view on any portion of a Residential Lot; or
 - (2) on the common property in respect of a Residential Lot.

15. Vehicles

- 15.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Lot car bay or exclusive use car bay, or park or stand a Vehicle on common property except within a bay set aside for the parking of a motor Vehicle.
- 15.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:
- (1) damage from any cause a Vehicle may sustain at any time;
 - (2) the theft of any Vehicle or for the theft of any parts, equipment or contents of any Vehicle however occurring;
 - (3) the theft of any of the goods or belongings of any Proprietor, occupier or Invitee from a Vehicle, whether the theft occurred in a Lot, part Lot or on common property, including any exclusive use car bay; or
 - (4) any injury which any Proprietor, occupier or visitor to the Land may sustain however or wherever occurring.
- 15.3 Each Proprietor will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions,

RLR/RLR/377312/1/AUM/1214261890.1

- (3) leave loose objects on the balcony and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Lot if the balcony doors are left open;
- (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony;
- (5) hang any washing, bedding, clothing or other article on the balcony that is visible outside the Lot.

9.2 A Proprietor or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Proprietor or occupier of the Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Lot.

9.3 The Proprietors and occupiers of a Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:

- (1) the removal of lightweight furniture during storms; and
- (2) the removal of planter boxes during storms.

10. Window Treatments

10.1 A Proprietor or occupier of a Commercial Lot must not, without the consent of the Strata Company:

- (1) fit any blinds or screens within its Commercial Lot that are visible from outside its lot unless they are of such uniform style and colour as determined by the Strata Company from time to time; or
- (2) apply any tinting, surface film or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

10.2 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:

- (1) hang window treatments in any Lot which are visible from the outside of a Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company; or
- (2) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

11. Floor Loading

11.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:

- (1) excessive stress or floor loading to any part of a Lot; or
- (2) a breach of any restrictive covenant applicable to the Strata Plan.

RLR/RLR/377312/1/AUM/1214261890.1

enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

6. Safety and Security

6.1 Proprietors and occupiers must:

- (1) take all reasonable steps to maintain the safety and security of its Lot and the Scheme;
- (2) notify the Council immediately they become aware of any threat to the Scheme;
- (3) comply with all directions of the Council concerning the safety and security of the Scheme; and
- (4) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Proprietor provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Proprietor or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

7. Lot Appearance

- 7.1 A Proprietor or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.

8. Floor Coverings

- 8.1 A proprietor must ensure that all floor space within that Proprietor's Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Lots;
- 8.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

9. Balconies

9.1 A Proprietor or occupier of a Lot must not:

- (1) use any balcony other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
- (2) place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture;

RLR/RLR/377312/1/AUM/1214261890.1

5. Use of Common Property - Conduct of Proprietors, occupiers and Invitees

5.1 Proprietors and occupiers must:

- (1) use and enjoy the common property in such a manner as not to interfere with the reasonable use and enjoyment of the common property by other Proprietors, occupiers or Invitees;
- (2) take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or other Lots by other Proprietors, occupiers or Invitees; and
- (3) ensure that they comply, and that their Invitees comply, with the provisions of the By-Laws and the regulations or by-laws of the Local Government or any other relevant authority, and they must do all such things as are reasonably necessary to ensure that the Invitees vacate the Land as soon as possible, if the Invitees fail to comply with any By-Law or regulation.

5.2 Proprietors and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Lot or to any person lawfully using common property;
- (3) permit any child of whom he has control to play upon the common property or use the facilities unless accompanied by an adult exercising effective control;
- (4) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
- (5) make undue noise or allow undue noise to be made in or about any Lot or common property;
- (6) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (7) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

5.3 Proprietors and occupiers must not, without the prior consent of the Strata Company:

- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
- (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
- (3) store any items in or upon the common property;
- (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
- (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to

RLR/RLR/377312/1/AUM/1214261890.1

- (3) in addition to section 7 of the Act, given to the Strata Company at least 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 Government;
- (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 must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
- (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, 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 work

4.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, a Proprietor must ensure:

- (1) subject to By-Law 15, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;
- (2) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- (3) that no security door or gate within the scheme remains open while the works are carried out;
- (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;
- (5) that access to or egress from the Proprietor's Lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
- (6) that no noxious or offensive activity be carried on upon its Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be used in the performance of the works during the hours specified in this sub-by-law 4.2(6);
- (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; and
- (8) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

RLR/RLR/377312/1/AUM/1214261890.1

Schedule 2 By-Laws

1. Payments and notifications

1.1 A Proprietor must:

- (1) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
- (2) within 14 days after becoming a Proprietor, give Council written notice of an address of the Proprietor within Western Australia for service of notices and other documents under the Act;
- (3) if required by Council, notify Council of any mortgage or other dealing in connection with its Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.

2. Maintenance and repairs

2.1 A Proprietor must, at its cost:

- (1) carry out all work that may be ordered by any competent public authority or Local Government in respect of its Lot within the time period specified in the order;
- (2) keep its Lot clean and in a state of good repair and free from vermin.

3. Refuse, cleaning and Waste Management

3.1 Proprietors and occupiers must:

- (1) must ensure that garbage bins are only placed on the Beach Street verge of the Strata Scheme shortly prior to the scheduled collection times and must be removed as soon as reasonably practicable following collection (and in any event, must not be left on the verge overnight);
- (2) comply with all by-laws of the Local Government relating to the disposal of garbage;
- (3) not deposit rubbish on common property or on their Lot other than properly wrapped or otherwise sealed and placed in garbage bins provided or approved by the Strata Company.

4. Alterations to lot

4.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Lot before they have:

- (1) obtained all the necessary approvals and permits of the Local Government;
- (2) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;

RLR/RLR/377312/1/AUM/1214261890.1

- (1) only the Residential Lots; or
- (2) only the Commercial Lot; or
- (3) to an area of the common property over which rights of exclusive use have been granted; or
- (4) to any particular Lot or Lots within the Scheme;

the cost of that expense shall wherever practicable be borne by the Proprietors of the relevant Lot or Lots, or the grantee of the exclusive use, to which that item of expense specifically relates.

- 48.3 The proportions by which costs referred to in sub-bylaw 48.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Proprietors as to the method of allocation.
- 48.4 An allocation of cost pursuant to sub-bylaw 48.3 may, but need not bear any relationship to the unit entitlement of any or all of the Lots.
- 48.5 All other costs not otherwise allocated in accordance with sub-bylaw 48.2 for the administrative fund must be shared by all the Proprietors in accordance with unit entitlement.

RLR/RLR/377312/1/AUM/1214261890.1

- (h) The Fire Brigade booster cabinet is located within 10m of openings in the external face of the building.
 - (2) Mechanical alternative solution
 - (a) The car park ventilation system will utilise variable speed impulse fans to achieve compliance with the performance requirements of Part FP4 of the BCA..
- 46.5 The Original Proprietor may also adopt or be required to adopt further Alternative Solutions by the Local Government from time to time.
- 46.6 WARNING: By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.
- 46.7 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 46.
- 46.8 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 46.
- 46.9 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 46.10 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 46.11 In this By-Law 46, **Claim** means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

47. Essential Services to be inspected or tested

- 47.1 The Strata Company must comply with the Building Code of Australia and in particular, to Section 1 in respect of its obligations to maintain the common property including, but not limited to, all equipment and safety systems.
- 47.2 In addition to the general obligations of the Strata Company to repair and maintain the common property, the Strata Company must ensure that essential services are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance required by the Building Code of Australia.

48. Administrative Expense Contributions Varied

- 48.1 Pursuant to section 36(1), the Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.
- 48.2 In accordance with the provisions of Section 42B, if an item of administrative expense is specifically related to:

RLR/RLR/377312/1/AUM/1214261890.1

Part 6 – Miscellaneous Rights and Obligations of the Strata Company

45. Penalty for breach of By-Laws

- 45.1 Subject to Section 42A of the Act, the penalty for breaching any of Schedule 1 By-Laws or any Schedule 2 By-Law shall be \$500 or such other amount as may from time to time be prescribed by the Act.

46. Alternative Solution

- 46.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 46.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 46.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an Alternative Solution which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of (1) and (2).
- 46.4 The Original Proprietor has adopted the following Alternative Solutions which satisfy the Performance Requirements of the BCA:
- (1) Fire engineering Alternative Solutions
 - (a) The existing timber structural columns and intermediate floors will be retained within the building, which will not comply with the Deemed-to-Satisfy requirements of BCA Specification C1.1;
 - (b) Walls bounding individual Lots will not provide the fire resistance level required under the BCA Deemed-to-Satisfy provisions;
 - (c) Distances between alternative exits will exceed the BCA Deemed-to-Satisfy limitations in some areas;
 - (d) The travel distance to an exit or point-of-choice will exceed the BCA Deemed-to-Satisfy limitations from some Lots;
 - (e) Multiple fire stairs combine into common fire-isolated passages which discharge to road or open space;
 - (f) Fire-isolated corridors exceed 60 metres in length will not be provided with pressurisation systems;
 - (g) Access to the fire pump room requires passing through parts of the building outside of the fire-isolated passage; and

RLR/RLR/377312/1/AUM/1214261890.1

(1) is located in the same position, and is generally the same size and configuration, as the Existing Air-Conditioning System; and

(2) the Proprietor or occupier complies with By-Law 32.2(2)(b).

43.3 If, at the date of registration of the Scheme, a Lot does not have an Existing Air-Conditioning System then, subject to Local Government approval, a Proprietor or occupier of a Lot may install or permit to be installed an Air-Conditioning System on any balcony forming part of the Lot in the location provided for the installation of an Air-conditioning System as at the date of registration of the Scheme, provided however that if the Proprietor or occupier proposes to install more than one Air-conditioning System, the system must be a multihead inverter Air-conditioning System.

43.4 In respect of an Any Air-conditioning System installed pursuant to By-Law 44.3:

(1) the Proprietor or occupier must ensure that the Air-conditioning System condensers are installed at low level at the appointed positions to minimize its visual impact whilst complying with foothold requirements of the Building Code of Australia (BCA). The BCA foothold requirements must be complied with if a Proprietor or occupier wishes to install an Air -Conditioning System condenser on a balcony within one (1) metre of the balcony balustrade. If so, the Air-conditioning System condenser must be installed in such a manner that there is no foothold between 150 mm and 760 mm above the balcony floor (so as to prevent young children from climbing and falling off balconies). Cables, duct covers and brackets may be construed to provide footholds. It is also important to select condensers with no in-built footholds on the unit;

(2) if the Proprietors or occupier installs the Air-conditioning System condensers at a high level, the Proprietor or occupier must submit to the Local Government for planning approval on visual screening requirements; and

(3) the Proprietor or occupier must comply with By-Law 32.2(2)(b).

44. Heritage

44.1 The Proprietors acknowledge and agree that:

(1) the Scheme encompasses the building previously known as the "Dalgety Wool Store", being a "Federation Warehouse" style building of cultural heritage significance (**Heritage Building**);

(2) the Heritage Building has been entered, on a permanent basis, in the Heritage Council of Western Australia's Register of Heritage Places and is listed on the City of Fremantle's Municipal Inventory; and

(3) the Strata Company has present and ongoing obligations imposed by the Heritage Council and the City of Fremantle to maintain, at its cost, the heritage values of the Heritage Building.

44.2 The Strata Company is bound by, and must comply with, the requirements of the Heritage Council and the City of Fremantle relating to the conservation of the Heritage Building as applicable from time to time.

44.3 The Strata Company may, pursuant to section 36 of the Act, establish a reserve fund for the purpose of accumulating funds to meet the contingent expenses associated with maintaining the Heritage Building and complying with the requirements of the Heritage Council and the City of Fremantle from time to time.

RLR/RLR/377312/1/AUM/1214261890.1

which render it impossible for the Proprietor to comply with any conditions imposed by the Department.

41. Acknowledgements and Obligations in relation to Car Bays

- 41.1 No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any person, company or corporation who is not a Proprietor or occupier of a Lot within the Scheme.
- 41.2 A Proprietor is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.
- 41.3 A Proprietor or occupier may not, without the consent of the Strata Company, erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use, nor use the car bay as a storage area.
- 41.4 The Proprietors and occupiers acknowledge and agree that:
- (1) the car parking areas and car bays forming part of the Scheme (and whether or not the car bays are part Lots or are located on the common property) may not, or do not, comply with applicable Australian Standards for car parking as a result of the heritage nature of the Scheme (as described in By-Law 44), and in particular, some car bays contain existing heritage columns which have been incorporated into the design of the Scheme and which are required to remain in place to satisfy the requirements of the Heritage Council and other relevant authorities;
 - (2) the Proprietors and occupiers may need to take additional care when accessing the car parking areas and car bays including, where necessary, making additional turns to access or exit the car bays;
 - (3) the Proprietors and occupiers shall not make any complaint to or claim against the Strata Company or any other party, by reason that the car parking areas or car bays do not comply with applicable Australian Standards in the manner described in this By-Law 41.4.

42. Facades of Lots

- 42.1 A Proprietor or occupier of a Lot must not alter, modify, erect or carry out any works to the Facades of their Lot or to any other Lot, including changing the external colour scheme of the Lot, without the prior written approval of the Strata Company.

43. Air-conditioning

- 43.1 A Proprietor or occupier of Lot may not install or permit to be installed an Air-Conditioning System on any part of their Lot or any part of the Common Property in addition to any Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**).
- 43.2 A Proprietor or occupier of a Lot may, however, upgrade or replace an Existing Air-Conditioning System from time to time with the consent of the Strata Company provided that the replacement Air-Conditioning System:

RLR/RLR/377312/1/AUM/1214261890.1

- (3) not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Commercial Lot.

40.10 The Proprietor and occupier of a Commercial Lot must:

- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
- (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
- (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
- (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.

40.11 Before the commencement of any works in the nature of a "fit out" requiring structural alterations or additions intended to make a lot suitable for occupation, or re-occupation of a lot, a Proprietor and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works, submit an application to and receive approval of that application for those works from the Council.

40.12 In considering an application pursuant to sub-bylaw 40.11, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a mechanical engineer in regard to any aspect of the compatibility of the proposal with the Services and from a structural engineer in relation to the effect any proposed structural works may have on the structural soundness of the building.

40.13 A Proprietor and occupier of a Commercial Lot must, in relation to the lot and the Scheme as a whole:

- (1) effect and maintain with insurers approved under the Insurance Act:
 - (a) adequate business insurance; and
 - (b) public risk insurance with an amount insured of at least \$50,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
- (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (3) must not permit their contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

40.14 Subject to the approval of the City of Fremantle and any other relevant authority in relation to the proposed use of the Commercial Lot, the Proprietor of a Commercial Lot shall have the right to make an application to the Department of Racing, Gaming and Liquor for the issue of a liquor licence in respect of the Commercial Lot. The Proprietor of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Proprietor who makes an application pursuant to this sub-bylaw 40.14 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme

RLR/RLR/377312/1/AUM/1214261890.1

40.6 The Proprietor and occupier of a Commercial Lot must keep the Commercial Lot clean and in good condition, and must:

- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
- (2) maintain the internal surfaces of the windows in a clean condition;
- (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
- (5) where necessary provide a sanitary hygiene service to the female toilets.
- (6) cause all rubbish accumulated in the Commercial Lot to be placed daily in the bulk rubbish container provided by the Strata Company and situated on the Land in an area set aside for that purpose; and
- (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receipt receptacle or anywhere else on the common property.

40.7 The Proprietor and occupier of a Commercial Lot must not allow the loading or unloading of Vehicles other than in the designated loading bays and must not interfere with the parking of Vehicles in the car park by any other Proprietor, occupier or person entitled to the use of the car bays.

40.8 The Proprietor and occupier of a Commercial Lot must:

- (1) not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were respectively designed or installed;
- (2) not place in any of the facilities referred to in paragraph (1) rubbish, chemicals, contaminated material and any other substances that they are not designed to receive or that would infringe health or environmental regulations;
- (3) at their cost, repair any damage caused to any of those facilities by breach of this By-Law.

40.9 The Proprietor and occupier of a Commercial Lot must:

- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;
- (2) to the extent caused, or necessitated, by the actions of the relevant Proprietor or occupier, be liable for the cost of:
 - (a) repairing any damage to the electrical system;
 - (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and
 - (c) if necessary, disconnecting the Proprietors' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and

RLR/RLR/377312/1/AUM/1214261890.1

- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
- (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
- (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Proprietor and occupier will provide copies of all these approvals, consents and licences upon demand by the Council.
- (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:
 - (a) the use and occupation of a Commercial Lot for the use intended by the Proprietor and occupier;
 - (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Proprietor and occupier's employees and other persons working in or entering the Commercial Lot;
 - (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
 - (d) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and
 - (e) the provision of fire fighting equipment,
 and must comply with the notices or requirements of all relevant authorities regarding the matters in this sub-bylaw 40.3(4).

40.4 The Proprietor or occupier of a Commercial Lot must not use or allow a Commercial Lot, plant or machinery or fixtures or fittings on it to be used:

- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- (2) as sleeping quarters or as residence;
- (3) for the keeping of any animal;
- (4) for an auction or public meeting;
- (5) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.

40.5 The Proprietor and occupier of a Commercial Lot must not bring into store or use in their Commercial Lot any inflammable, dangerous or explosive substances (for example, acetylene, industrial alcohol, burning fluids) unless such substances are needed for the proper conduct of the business upon the lot and the substances are stored and used only whilst taking all necessary safety precautions and in compliance with all statutes and regulations relating to such substances.

RLR/RLR/377312/1/AUM/1214261890.1

- (c) the conduct of the business does not cause any inconvenience to the other Proprietors or occupiers of the Residential Lots;
 - (d) the business does not involve the manufacture, storage or selling of goods.
- 39.5 Despite By-Law 39.1 and 39.4(2)(a), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 39.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
 - (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement;
 - (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 39.6(4).
- 39.7 A Proprietor and occupier of a Residential Lot must, in relation to the Lot and the Scheme as a whole:
 - (1) effect and maintain with insurers approved under the Insurance Act:
 - (a) adequate contents insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) not permit any contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

40. Use of Commercial Lots

- 40.1 If there is any conflict between this By-Law 40 and any other By-Law, then this By-Law shall prevail.
- 40.2 The Proprietor or occupier of a Commercial Lot may only use the Commercial Lot for a purpose approved by the City of Fremantle from time to time.
- 40.3 The Proprietor and occupier of a Commercial Lot must:

RLR/RLR/377312/1/AUM/1214261890.1

- 37.5 The Strata Company may not, without the consent of the City of Fremantle, grant rights of exclusive use or special privilege over the Visitor Car Parking Bays or Disabled Car Parking Bay to any Proprietor at any time.

38. Exclusive use of Common Property - Signs by Original Proprietor

- 38.1 In addition to the rights of the Original Proprietor under any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:
- (1) the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease;
 - (2) the exclusive use of the common property cubic space occupied by such Signs; and
 - (3) the special privilege of installing and keeping Signs on the balconies of Lots advertising those Lots for sale or lease.

Part 5 – Obligations of Proprietors

39. Use of Residential Lots

- 39.1 A Proprietor of a residential Lot may only use its Residential Lot as a residence.
- 39.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to section 42(15) of the Act and Schedule 2, By-Law 17;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 39.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 39.4 Despite By-Law 39.1, a Proprietor of a Residential Lot may:
- (1) grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months;
 - (2) conduct business from the Residential Lot so long as:
 - (a) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
 - (b) the conduct of the business does not breach any local authority by-law or regulation;

RLR/RLR/377312/1/AUM/1214261890.1

damage or deterioration arises from fair wear and tear, inherent defect or any other cause;

- (7) not assign sub-lease or in any other way grant any such rights to any other person;
- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
- (9) on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
- (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
- (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in sub-bylaw 36.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

36.6 If a Proprietor fails to comply with sub-bylaw 36.5(7), (9) or (10), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the Act.

37. Exclusive Use of Car Parking, Disabled Bays and Visitor Car Parking Bays

37.1 If, at any time, a Proprietor of a Lot is granted the exclusive use of a car bay within the common property, that Proprietor must comply with the requirements set out in Schedule 1 By-Law 41.

37.2 The Strata Company must, and the Proprietors and occupiers of all Lots acknowledge and agree that the Strata Company must, set aside:

- (1) at least 11 car bays located on and forming part of the Common Property exclusively for the use as visitors car parking (**Visitor Car Parking Bays**); and
- (2) 1 car bay located on and forming part of the Common Property as a disabled bay exclusively for the use by visitors of the Commercial Lots subject to the display of a valid ACROD sticker (**Disabled Car Parking Bays**);

and the Strata Company must ensure that the Visitor Car Parking Bays and Disabled Car Parking Bay are appropriately marked or signed as such at all times.

37.3 The Proprietors and occupiers of the Lots acknowledge and agree that:

- (1) they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Parking Bays at any time; and
- (2) they are not permitted to obstruct the Disabled Car Parking Bay at any time nor are they permitted to park Vehicles in or otherwise use the Disabled Car Parking Bay..

37.4 The Strata Company may, for the purpose of the exclusive use Schedule 1 By-Laws 37 and 41 make rules in respect of the Visitor Car Parking Bays and the Disabled Car Parking Bay in accordance with Schedule 2 By-Law 19.1.

RLR/RLR/377312/1/AUM/1214261890.1

- 35.4 A Proprietor granted exclusive use of the Signage Area must maintain the Signage Area in accordance with section 35(1)(c) of the Act.
- 35.5 This Schedule 1 By-Law 35 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

36. Exclusive Use of Common Property: Conditions of Grant of Rights

- 36.1 In this By-Law 36, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 33, 34 and 35 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 36.2 A Proprietor who applies to the Council for the permission referred to in sub-bylaw 36.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.
- 36.3 Subject to sub-bylaw 36.4, the permission of the Council referred to in sub-bylaw 36.1:
- (1) must be in writing;
 - (2) may be subject to such conditions as the Council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
 - (3) may be withdrawn, as the Council may from time to time reasonably determine.
- 36.4 The Council:
- (1) must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land; and
 - (2) is not obliged to permit the installation of any item or improvement.
- 36.5 Each Proprietor granted rights by Schedule 1 By-Law 33, 34 and 35 must:
- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
 - (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
 - (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
 - (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
 - (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
 - (6) at the Proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether

RLR/RLR/377312/1/AUM/1214261890.1

- (3) not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

34. Exclusive Use of Common Property: Fixtures and Fittings

34.1 Subject to compliance with By-Law 36, each Proprietor shall have in relation to its Lot:

- (1) the special privilege of installing and keeping the Fixtures and Fittings on common property; and
- (2) the exclusive use of the common property consisting of the Fixtures and Fittings and the cubic space occupied by them.

34.2 Each Proprietor must:

- (1) maintain the common property occupied by the Fixtures and Fittings in accordance with section 35(1)(c) of the Act;
- (2) maintain in proper working order any Fixtures and Fittings installed within or for the benefit of their Lot; and
- (3) not replace or make any changes to or the positioning of any such Fixtures or Fittings without the written consent of the Council.

35. Exclusive Use of Common Property: Signage Rights

35.1 In this By-Law, **Signage Area** means that portion of the common property cubic space on the external façade of the buildings set aside by the Strata Company for the installation of a Sign from time to time.

35.2 If, at any time, a Proprietor is granted the exclusive use of the Signage Area, that Proprietor may:

- (1) if the Proprietor is the Original Proprietor, or is the Proprietor of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 35; or
- (2) licence the use of the Signage Area to a person or corporation that is the Proprietor or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 35. A licence granted in accordance with this sub-law 35.2(2) may not be assigned to any party other than a Proprietor of a Commercial Lot.

35.3 Any Sign installed in the Signage Area must:

- (1) be approved in writing by the Council;
- (2) be in compliance with:
 - (a) any conditions specified by any approval of the Council and the City of Fremantle or any other relevant authority; and
 - (b) any signage strategy for the Scheme put in place by the Council from time to time.

RLR/RLR/377312/1/AUM/1214261890.1

- (4) restrictions have been placed, and further restrictions may be placed, on the strata Scheme by the City of Fremantle; and
- (5) where the By-Laws include restrictions imposed by the City of Fremantle, the prior approval of the City of Fremantle is required before the relevant by-laws can be changed, amended or repealed.

32.2 Fremantle Port Restrictions and Obligations

- (1) Early Warning Indicator System
 - (a) The Strata Company must prepare and implement an early warning indicator system (EWIS) in the form of an alarm for the purposes of alerting Proprietors and occupiers to, and managing, risks associated with balconies within the Scheme facing the inner harbour.
 - (b) All Proprietors and occupiers must comply with the procedures and protocols established by the Strata Company relating to the EWIS as applicable from time to time.
- (2) Compliance with Fremantle Port Buffer Area Development Guidelines
 - (a) The Proprietors and occupiers acknowledge and agree that the building comprised in the Scheme has been designed to satisfy the requirements of the Fremantle Port Buffer Area Development Guidelines as applicable as at the date of registration of the Scheme.
 - (b) To the extent that any Proprietor or occupier wishes to make alterations or additions to its Lot, whether or not those alterations are of a structural nature (including but not limited to the installation or replacement of air-conditioning, doors and windows), then, in addition to any other obligations the Proprietor or occupier may have under these By-Laws, the Proprietors and occupiers acknowledge and agree that they must comply with the Fremantle Port Buffer Area Development Guidelines as they apply to the Scheme from time to time.
- (3) This By-Law 32.2 may not be amended, or repealed without the consent of the City of Fremantle.

Part 4 – Grants of Exclusive Use

33. Exclusive Use of Common Property: Air-conditioning

- 33.1 Subject to compliance with By-Law 36, each Proprietor of a Commercial Lot shall have, in relation to its Commercial Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Commercial Lot.
- 33.2 Each Proprietor referred to in By-Law 33.1 must:
 - (1) maintain the common property occupied by the Air-Conditioning System in accordance with section 35(1)(c) of the Act;
 - (2) maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and

RLR/RLR/377312/1/AUM/1214261890.1

- (1) vote at the meeting on an ordinary resolution or a special resolution but may vote on a motion which is sought to be passed as a unanimous resolution or a resolution without dissent;
- (2) be nominated as a candidate for election to the Council; or
- (3) nominate any person, including themselves, as a candidate for election to the Council.

30. Voting by proxy

- 30.1 Any person entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy holder to vote on their behalf at that meeting.
- 30.2 A proxy instrument must be in writing under the hand of the appointor or their attorney and may be either for a particular general meeting or for all general meetings.
- 30.3 A proxy holder need not be a Proprietor.
- 30.4 On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the Lot of such of the joint Proprietors as do not vote personally or by an individual proxy holder.
- 30.5 The co-Proprietors of a Lot may only vote on a show of hands or on a poll by a proxy holder jointly appointed by them and the appointee may be one of them.
- 30.6 If the co-Proprietors of a Lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands, on a poll or otherwise, except when the unanimous resolution of Proprietors is required by the Act.

31. Common Seal

- 31.1 Unless, in any particular case, otherwise directed by the Strata Company, the common seal of the Strata Company may only be used with the Council's authority at a Council meeting and in the presence of at least 2 members of the Council, who must sign every instrument to which the seal is affixed, unless there is only one member of the Council, in which case, the signature of that councillor alone shall be sufficient.

Part 3 – Theme of Development

32. Mixed Use Development and Proximity to Fremantle Port

- 32.1 All Proprietors and occupiers acknowledge that:
 - (1) the strata Scheme is primarily a residential development but will comprise some commercial activities;
 - (2) the strata Scheme may not be used for activities unrelated to the approved use;
 - (3) the quiet enjoyment of the strata Scheme and the Lots may be impacted on by noise, odour and activity associated with:
 - (a) an inner-city mixed use development; and
 - (b) the location of the strata scheme in close proximity to the Fremantle Port;

RLR/RLR/377312/1/AUM/1214261890.1

27. Voting at a general meeting

- 27.1 Subject to sub-bylaw 27.2, a motion may be passed at a general meeting by a simple majority vote.
- 27.2 If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the quorum and voting requirements of section 3C(1) must be complied with in respect of that motion.
- 27.3 Before a motion at a general meeting can be voted on, it must be moved by a Proprietor or proxy of a Proprietor entitled to vote on the motion and must be seconded by a Proprietor or proxy of a Proprietor entitled to vote on the motion.
- 27.4 All motions at a general meeting are to be determined on a show of hands, unless any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw 27.6, save that any requirements of the Act in relation to the unanimous resolutions, resolutions without dissent and special resolution must be complied with.
- 27.5 On a show of hands, each person entitled to vote has one vote for each Lot owned by that person.
- 27.6 On a poll, each person entitled to vote has one vote for each unit entitlement allocated to the Lot in respect of which they are voting.
- 27.7 Subject to the requirements of voting under section 3C(1)(c) in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw 27.4.
- 27.8 If a poll is duly demanded, it must be taken immediately in any manner the chairman thinks fit and the chairman must declare the result of the poll.
- 27.9 A demand for a poll may be withdrawn before the result of the poll is declared and if withdrawn any steps taken in relation to the poll must be cancelled and of no effect.
- 27.10 In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- 27.11 The chairman has a deliberative vote if they are otherwise entitled to vote, but does not have a casting vote.

28. Restrictions on moving or seconding a motion

- 28.1 A person is not entitled to move or second a motion at a general meeting unless the person is entitled to vote on the motion.

29. Entitlement to vote

- 29.1 Subject to sub-bylaw 29.2 and to the Act, all Proprietors are entitled to vote at a general meeting.
- 29.2 If a person entitled to vote at a general meeting has not paid in full all money recoverable to the Strata Company in respect of that Lot before the meeting starts, that person is not entitled to:

RLR/RLR/377312/1/AUM/1214261890.1

- 24.3 A Proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money recoverable by the Strata Company in respect of its Lot has been paid before the meeting commences.
- 24.4 A Proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or an unanimous resolution even if money due to the Strata Company in respect of its Lot remains unpaid before the meeting commences.

25. Chairman of a general meeting

- 25.1 At a general meeting or at the resumption of an adjourned general meeting the chairman of the Strata Company is to be the chairman of the meeting, subject to sub-bylaw 25.2.
- 25.2 The chairman of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 25.3 If the chairman makes an election under sub-bylaw 25.2 or is unavailable to act as chairman at that meeting or at a part of the meeting, those present at the meeting must authorise another person to act as chairman of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.
- 25.4 A person appointed under sub-bylaw 25.3 need not be a Proprietor.
- 25.5 A person appointed under sub-bylaw 25.3 may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 25.6 Subject to sub-bylaws 25.1 to 25.5, the person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who was chairman of the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- 26.1 Subject to sub-bylaw 26.3, if a quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand adjourned to either:
- (1) the same day in the next week at the same place and time; or
 - (2) at a date and time to be determined by the Council and notified to the Proprietors.
- 26.2 If, on the date and at the time and place determined under sub-bylaw 26.1, a quorum is not present within 30 minutes after the time appointed for the meeting, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business;
- 26.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of Proprietors, the meeting will be dissolved.
- 26.4 The chairman may, with the consent of a general meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, and if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.
- 26.5 No business may be transacted at a general meeting which is adjourned other than the business left unfinished at the meeting from which the adjournment took place but the meeting will continue to be subject to sub-bylaw 27.2.

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- 21.2 The Council must convene an extraordinary general meeting:
- (1) as required by the Act; or
 - (2) upon receiving a written requisition made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the Lots.
- 21.3 If the Council does not convene an extraordinary general meeting within 28 days after receiving a requisition under sub-bylaw 21.2, 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 convened by the Council, convene an extraordinary general meeting.
- 21.4 Any meeting convened under sub-bylaw 21.3 must be held within 3 months from the date on which the requisition was made and is subject to sub-bylaw 26.3.

22. Agenda items for general meetings by request

- 22.1 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, the secretary must include that item in the agenda of that meeting.

23. Notices of general meetings

- 23.1 The secretary must give a written notice of and an agenda for every general meeting to:
- (1) all Proprietors; and
 - (2) any registered mortgagee who is entitled to give and who has given the Strata Company written notice of their mortgage pursuant to section 50(6).
- 23.2 The secretary must give such notice of and an agenda for a general meeting:
- (1) not less than 14 days before the date of the meeting;
 - (2) that specifies the place, date and hour of the meeting;
 - (3) that, in the case of any proposal to vote on an unanimous resolution, a resolution without dissent or a special resolution, incorporates a copy of the proposed resolution; and
 - (4) that provides a statement of the general nature of any other items of business proposed to be determined at the meeting.
- 23.3 Accidental omission to give a notice of general meeting to anyone entitled to receive it will not invalidate any proceedings at the meeting.

24. Quorum for a general meeting

- 24.1 Except as otherwise provided in these By-Laws, no business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 The quorum to enable a general meeting to proceed to business is one-half of the persons entitled to vote present in person or by duly appointed proxy.

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- (4) recording the particulars specified in section 35(1)(e) and (f) and retaining for the period or periods respectively prescribed under the Act the documents and records referred to in section 35(1)(h);
 - (5) providing information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) and any certificates under section 43(d) and (e);
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 49 and 103 and to sub-bylaw 21.3, convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under section 35 of the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

- 19.1 The powers and duties of the treasurer include:
- (1) notifying Proprietors of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;
 - (2) receiving, acknowledging, banking and accounting for any money paid to the Strata Company;
 - (3) preparing any certificate referred to in section 43(1)(c) and (d);
 - (4) keeping the books of accounts referred to in section 35(1)(f);
 - (5) preparing the statements of accounts referred to in section 35(1) (g);
 - (6) preparing the budgets of the administrative fund and any reserve fund; and
 - (7) preparing and maintaining an inventory of the personal property and details of the location of the personal property of the Strata Company.
- 19.2 The powers and duties of the treasurer may be delegated to the Strata Manager by the Council.

20. General meetings of the Strata Company

- 20.1 General meetings of the Strata Company must be held once in each year, but not more than 15 months may elapse between the date of one general meeting and that of the next.
- 20.2 All general meetings other than the AGM are to be called extraordinary general meetings.

21. How general meetings are convened

- 21.1 The Council must convene an AGM in accordance with these By-Laws and may convene an extraordinary general meeting whenever it thinks fit.

RLR/RLR/377312/1/AUM/1214261890.1

- 14.4 A Proprietor or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 Subject to Section 50A, if a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

15. Council's powers to appoint advisers, agents and employees

- 15.1 The Council may:
- (1) on behalf of the Strata Company employ solicitors, agents, managers, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the Council and the Strata Company; and
 - (2) delegate to one or more of its members or to any of the other persons referred to in sub-bylaw (1) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16. Duties of the chairman of the Council

- 16.1 The chairman must preside at all Council meetings at which he is present.
- 16.2 If the chairman is absent from any Council meeting, the members of the Council present at that meeting must appoint one of their number to preside at that meeting. A representative of a corporation referred to in By-Law 14.3 is eligible to be so appointed.

17. Chairman, secretary and treasurer

- 17.1 Subject to By-Law 13, the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 17.2 The chairman of a Council meeting or of a general meeting does not, in the event of an equality of votes, have a casting vote.

18. Powers and duties of the secretary

- 18.1 The powers and duties of the secretary include:
- (1) preparing and distributing minutes of Council meetings and general meetings;
 - (2) submitting a motion to confirm the minutes of any Council meeting or general meeting, respectively, at the next such meeting;
 - (3) giving on behalf of the Council and of the Strata Company the notices required to be given by the Council or the Strata Company under the Act or the By-Laws;

RLR/RLR/377312/1/AUM/1214261890.1

(6) 9 members, 5 of them,

as the case may be, will constitute a quorum for a Council meeting.

12. Validity of Council's acts

- 12.1 If it is later discovered that there was a defect in the appointment or continuance in office of a member of Council, all acts done in good faith by the Council while that member acted as a member must be as valid as if that member had been duly appointed or had duly continued in office until such time that the defect has been notified to the relevant member of Council.

13. Chairman, secretary and treasurer of the Council

- 13.1 The members of a Council must, at the first Council meeting after they assume office as members, appoint a chairman, a secretary, a treasurer and a nominated representative of the Council.

13.2 A person:

- (1) cannot be appointed as the chairman, secretary, treasurer or nominated representative unless that person is a member of the Council;
- (2) may be appointed to more than one of those positions; and
- (3) may at any time be replaced by the Council in any of those offices.

13.3 A person appointed to an office referred to in sub-bylaw 13.1 will hold office until:

- (1) that person ceases to be a member of the Council;
- (2) the Strata Company receives a written notice of resignation of that person from that office; or
- (3) another person is appointed by the Council to hold that office,

whichever first occurs.

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 A member of the Council may, by notice in writing, with the written consent of the proposed appointee and served on the Council, appoint a Proprietor or an individual authorised under section 45 by a corporation that is a Proprietor, to act in the member's place as a member of the Council at any Council meeting. Any Proprietor or individual so appointed will, when so acting, be deemed to be a member of the Council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 16.2.

RLR/RLR/377312/1/AUM/1214261890.1

be until the next AGM or resolve that the vacancy is to be filled in accordance with sub-bylaw 9.1.

8.2 A member of the Council vacates the office as a member of the Council if the Councillor:

- (1) is removed from office under sub-bylaw 8.1;
- (2) dies;
- (3) or ceases to be a Proprietor; or
- (4) resigns by written notice to the Strata Company;

whichever first occurs.

9. Filling a vacancy on the Council

9.1 If a vacancy arises on the Council because of the removal from office of a member under sub-bylaw 8.1, and the Strata Company in its resolution under sub-bylaw 8.1 has so resolved, the vacancy is to be filled by a Proprietor who is not already a member of the Council and who is elected by the Strata Company at its next AGM, but if the Strata Company has not so resolved the Council may appoint a Proprietor to the Council pursuant to sub-bylaw 9.2.

9.2 Subject to sub-bylaw 9.1, if a vacancy arises on the Council, the remaining members of the Council may appoint a Proprietor who is not already a member of the Council to fill that vacancy.

10. Council powers while there is a vacancy

10.1 Subject to sub-bylaw 10.2, while there is a vacancy on the Council, the remaining members of the Council may continue to act.

10.2 While the number of members of the Council is reduced below the number fixed by these By-Laws as the quorum for a Council meeting, the continuing members may act only:

- (1) to convene an AGM; or
- (2) in any other case, to increase the number of members of the Council to the number fixed by the Strata Company at its most recent AGM.

11. Quorum for a meeting of the Council

11.1 If the Council consists of:

- (1) 1 member, that member;
- (2) 2 members, 2 of them;
- (3) 3 or 4 members, 2 of them;
- (4) 5 or 6 members, 3 of them;
- (5) 7 or 8 members, 4 of them; or

RLR/RLR/377312/1/AUM/1214261890.1

7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.
- 7.2 Subject to sub-bylaw 4.2(2), for the purposes of the ballot, the chairman must:
- (1) announce the names of the candidates; and
 - (2) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot-paper, in respect of each Lot in respect of which he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
- (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as a Proprietor, co-Proprietor or proxy;
 - (4) signing it; and
 - (5) returning it to the chairman.
- 7.4 The chairman, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.
- 7.5 Subject to sub-bylaw 7.6, candidates being equal in number to the number of members of the Council to be elected who receive the highest numbers of votes will be deemed to be elected to the Council.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:
- (1) that number equals the number of votes recorded in favour of any other candidate; and
 - (2) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected,
- then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.
- 7.7 The chairman must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

- 8.1 Except where the Council consists of all the Proprietors, the Strata Company may by special resolution remove any member of the Council other than the Original Proprietor while it remains a member of the Council, before the expiration of the Councillor's term of office and may, in the same or in a separate resolution, resolve who the replacement is to

RLR/RLR/377312/1/AUM/1214261890.1

- 4.3 In determining the number of Proprietors for the purposes of By-Law 4:
- (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor.

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council;
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

5.2 Procedure following nominations

- (1) Subject to By-Law 4 and to sub-bylaw 5.2(2), if the number of candidates is less than or equal to the determined number of members of the Council that the general meeting has resolved to elect, the chairman must declare those candidates to have been elected as members of the Council;
- (2) If the number of candidates exceeds the number of members to be elected, the chairman must direct that a ballot be held pursuant to By-Law 7.

6. Eligibility of a Co-Proprietor to be elected to the Council

- 6.1 If there are co-Proprietors of a Lot, one only of the co-Proprietors is eligible to be or to be elected to be a member of the Council.
- 6.2 The co-Proprietor who is so eligible must be nominated by their co-Proprietors or their duly appointed proxy.
- 6.3 If the co-Proprietors fail to agree on a nominee, the co-Proprietor who owns the largest share of the Lot will be deemed to be their nominee.
- 6.4 If all co-Proprietors own equal shares of the Lot, the co-Proprietor whose name appears first in the certificate of title for the Lot will be deemed to be their nominee, subject to sub-bylaw 5.1(4).

RLR/RLR/377312/1/AUM/1214261890.1

- (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (6) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

Part 2 – Formation and Management of the Strata Company and Council

3. Constitution of the Council

- 3.1 The Strata Company is to have a Council.
- 3.2 The members of the Council must be elected at each annual general meeting.
- 3.3 Subject to any restriction imposed or direction given by the Strata Company at a general meeting:
 - (1) The functions, powers and duties of the Strata Company are to be exercised and performed by the Council; and
 - (2) a Council meeting at which a quorum is present is competent to exercise all or any of those functions, powers and duties.

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a Proprietor:
 - (1) from the date of registration of the Strata Plan and until the second AGM of the Strata Company, the Council is to comprise the Original Proprietor as the sole member of the Council
 - (2) from the date of the third AGM, the Council is to be constituted in accordance with by-law 4.2.
- 4.2 With the exception of the period of time specified in by-law 4.1(1), the Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; and
 - (2) despite any other By-Law, the Original Proprietor must be a member of Council for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.

RLR/RLR/377312/1/AUM/1214261890.1

Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;

- (16) **Proprietor** means the person who is for the time being registered under the Transfer of Land Act 1893 as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (17) **Recreational Facilities** means the swimming pool, spa, sauna, gymnasium, barbecue facilities, meeting room, games room and residents lounge located within the common property of the Scheme;
- (18) **Regulations** means the regulations to the Act;
- (19) **Residential Lot** means Lots 1 to 183 on the Strata Plan and which are intended solely for occupation as a residence;
- (20) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (21) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (22) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (23) **Strata Company** means The Owners of Heirloom constituted on registration of the Strata Plan;
- (24) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (25) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (26) **Strata Plan** means the strata plan to which these By-Laws apply;
- (27) **Structure** includes any improvement erected in accordance with Section 7; and
- (28) **Vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land.

2. Interpretation

2.1 In the Schedule 1 and Schedule 2 By-Laws:

- (1) Reference to any statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and

RLR/RLR/377312/1/AUM/1214261890.1

Schedule 1 By-Laws

Part 1 – Definitions and Interpretation

1. Definitions

- 1.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:
- (1) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
 - (2) **AGM** means an annual general meeting of the Strata Company;
 - (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;
 - (4) **By-Law** means a by-law of the Strata Company and a reference to a sub-by-law will also mean a by-law of the Strata Company;
 - (5) **Commercial Lot** means Lot 184 on the Strata Plan;
 - (6) **Council** means the Strata Company's council of owners;
 - (7) **Façade** means the external face or elevation of the building within the Scheme;
 - (8) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
 - (9) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
 - (10) **Land** means the land on which the Strata Scheme is situated;
 - (11) **Local Government** means the City of Fremantle, or any other local government within whose area the Land is situated;
 - (12) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
 - (13) **Management Agreement** means the agreement made between the Strata Company and the Strata Manager;
 - (14) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
 - (15) **Plumbing Fixtures** includes any common property grease traps, exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular

RLR/RLR/377312/1/AUM/1214261890.1

21.	Public Address and Sound Amplification Systems.....	40
22.	Power to Decorate.....	40
23.	Common Property Damage & Contractor Instructions.....	40
24.	Default	40
25.	Costs of legal proceedings	40
26.	Power of Strata Company regarding Sub meters	42
27.	Conditions of Approval	43
28.	Strata Manager.....	43
29.	Limiting access to parts of common property.....	43

RLR/RLR/377312/1/AUM/1214261890.1

33.	Exclusive Use of Common Property: Air-conditioning.....	18
34.	Exclusive Use of Common Property: Fixtures and Fittings	19
35.	Exclusive Use of Common Property: Signage Rights	19
36.	Exclusive Use of Common Property: Conditions of Grant of Rights	20
37.	Exclusive Use of Car Parking, Disabled Bays and Visitor Car Parking Bays	21
38.	Exclusive use of Common Property - Signs by Original Proprietor.....	22
	Part 5 – Obligations of Proprietors	22
39.	Use of Residential Lots	22
40.	Use of Commercial Lots	23
41.	Acknowledgements and Obligations in relation to Car Bays	27
42.	Facades of Lots	27
43.	Air-conditioning	27
44.	Heritage	28
	Part 6 – Miscellaneous Rights and Obligations of the Strata Company	29
45.	Penalty for breach of By-Laws	29
46.	Alternative Solution.....	29
47.	Essential Services to be inspected or tested	30
48.	Administrative Expense Contributions Varied	30
	Schedule 2 By-Laws	32
1.	Payments and notifications	32
2.	Maintenance and repairs	32
3.	Refuse, cleaning and Waste Management	32
4.	Alterations to lot.....	32
5.	Use of Common Property - Conduct of Proprietors, occupiers and Invitees	34
6.	Safety and Security	35
7.	Lot Appearance	35
8.	Floor Coverings	35
9.	Balconies	35
10.	Window Treatments.....	36
11.	Floor Loading.....	36
12.	Cleaning Windows.....	37
13.	Signage on Commercial Lots	37
14.	Signage on Residential Lots.....	37
15.	Vehicles	37
16.	Flammable materials	38
17.	Animals	38
18.	Prohibition on Smoking	39
19.	Rules	39
20.	Fire Protection and Equipment.....	39

RLR/RLR/377312/1/AUM/1214261890.1

Contents

Schedule 1 By-Laws	5
Part 1 – Definitions and Interpretation.....	5
1. Definitions	5
2. Interpretation	6
Part 2 – Formation and Management of the Strata Company and Council	7
3. Constitution of the Council	7
4. Membership of the Council.....	7
5. Nominations for election to the Council.....	8
6. Eligibility of a Co-Proprietor to be elected to the Council	8
7. Ballot for the election of members of the Council.....	9
8. Ceasing to be a member of the Council	9
9. Filling a vacancy on the Council.....	10
10. Council powers while there is a vacancy	10
11. Quorum for a meeting of the Council	10
12. Validity of Council's acts.....	11
13. Chairman, secretary and treasurer of the Council	11
14. Meetings of the Council.....	11
15. Council's powers to appoint advisers, agents and employees	12
16. Duties of the chairman of the Council	12
17. Chairman, secretary and treasurer.....	12
18. Powers and duties of the secretary.....	12
19. Powers and duties of the treasurer	13
20. General meetings of the Strata Company.....	13
21. How general meetings are convened.....	13
22. Agenda items for general meetings by request.....	14
23. Notices of general meetings.....	14
24. Quorum for a general meeting	14
25. Chairman of a general meeting	15
26. Adjournment of a general meeting	15
27. Voting at a general meeting	16
28. Restrictions on moving or seconding a motion	16
29. Entitlement to vote.....	16
30. Voting by proxy.....	17
31. Common Seal.....	17
Part 3 – Theme of Development	17
32. Mixed Use Development and Proximity to Fremantle Port	17
Part 3 – Grants of Exclusive Use	18

RLR/RLR/377312/1/AUM/1214261890.1

FORM B2

FORM APPROVED
NO. B4682

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)

STRATA PLAN No. 63644

MANAGEMENT STATEMENT

Beach Street Holdings Pty Ltd ACN 145 191 948

Heirloom, 36 Queen Victoria Street, Fremantle

Lot 20 on Deposited Plan 70560 and being the whole of the land comprised in Certificate of Title Volume 2821 Folio 239.

This management statement to be lodged with a Strata Plan in respect of the above land sets out the By-Laws of the Strata Company or amendments to the By-Laws contained in Schedule 1 and Schedule 2 of the *Strata Titles Act 1985 (as amended)* that are to have effect upon registration of the Strata Plan.

* * * * *

The Schedule 1 By-Laws and the Schedule 2 By-Laws are hereby, repealed and replaced as follows.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N491126] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

11/1/2017 10:56:51

Registration date amended to 6.1.2017 due to lot sync process. See letter in Application N491127.

**Global Diversified Opportunity Limited
C/O Commence Overseas Limited
PO Box 2208
Road Town
Tortola, British Virgin Islands**

EV000329923 LTR



Registrar of Titles
Landgate,
1 Midland Square, Midland
WA 6056

8 November 2016

Madam

I refer to a Management Statement ("Management Statement") in relation to the development known as Heirloom, 36 Queen Victoria Street, Fremantle (Strata Plan 63644), to be registered at Landgate on behalf of Beach Street Holdings Pty Ltd, under which Global Diversified Opportunity Limited (the "Company") had been requested to endorse its consent on the Management Statement.

The Company is a foreign company registered in the British Virgin Islands. I write to confirm that, to my best understanding, the execution of the Management Statement on behalf of the Company complies with the execution requirements of that jurisdiction (British Virgin Islands).

Yours faithfully

A handwritten signature in black ink, appearing to read 'Peter Law', with a stylized flourish at the end.

**Peter Law
Authorised Signatory / Associate General Counsel**



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Landgate
1 Midland Square
MIDLAND WA 6056
Attention: New Titles Examiners

Our reference

JRK/RLR/00377312-000001
AUM/1214518463.1

28 November 2016

By Hand

Dear Sir/Madam

DEALING NUMBER N491126

We refer to the above matter and confirm that we act on behalf of the Applicant,
Beach Street Holdings Pty Ltd.

We confirm that at the time of lodgement we provided a copy of the letter that
confirms proper execution of the Management Statement. We now attach the original.

If you have any queries please do not hesitate to contact our office.

Yours sincerely

ROBYN ROGERS
Senior Associate
DLA PIPER AUSTRALIA

Direct +61864676073

Robyn.Rogers@dlapiper.com

EV000333047 LTR



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Piper, a global law firm, operating through
various separate and distinct legal
entities.

A list of offices and regulatory information
can be found at www.dlapiper.com

**Global Diversified Opportunity Limited
C/O Commence Overseas Limited
PO Box 2208
Road Town
Tortola, British Virgin Islands**

EV000333048 LTR



Registrar of Titles
Landgate,
1 Midland Square, Midland
WA 6056

8 November 2016

Madam

I refer to a Management Statement ("Management Statement") in relation to the development known as Heirloom, 36 Queen Victoria Street, Fremantle (Strata Plan 63644), to be registered at Landgate on behalf of Beach Street Holdings Pty Ltd, under which Global Diversified Opportunity Limited (the "Company") had been requested to endorse its consent on the Management Statement.

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Yours faithfully

Peter Law
Authorised Signatory / Associate General Counsel



Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
1	2917/900	Registered	
2	2917/901	Registered	
3	2917/902	Registered	
4	2917/903	Registered	
5	2917/904	Registered	
6	2917/905	Registered	
7	2917/906	Registered	
8	2917/907	Registered	
9	2917/908	Registered	
10	2917/909	Registered	
11	2917/910	Registered	
12	2917/911	Registered	
13	2917/912	Registered	
14	2917/913	Registered	
15	2917/914	Registered	
16	2917/915	Registered	
17	2917/916	Registered	
18	2917/917	Registered	
19	2917/918	Registered	
20	2917/919	Registered	
21	2917/920	Registered	
22	2917/921	Registered	
23	2917/922	Registered	
24	2917/923	Registered	
25	2917/924	Registered	
26	2917/925	Registered	
27	2917/926	Registered	
28	2917/927	Registered	
29	2917/928	Registered	
30	2917/929	Registered	
31	2917/930	Registered	
32	2917/931	Registered	
33	2917/932	Registered	
34	2917/933	Registered	
35	2917/934	Registered	
36	2917/935	Registered	
37	2917/936	Registered	
38	2917/937	Registered	
39	2917/938	Registered	
40	2917/939	Registered	
41	2917/940	Registered	
42	2917/941	Registered	
43	2917/942	Registered	
44	2917/943	Registered	
45	2917/944	Registered	

Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
46	2917/945	Registered	
47	2917/946	Registered	
48	2917/947	Registered	
49	2917/948	Registered	
50	2917/949	Registered	
51	2917/950	Registered	
52	2917/951	Registered	
53	2917/952	Registered	
54	2917/953	Registered	
55	2917/954	Registered	
56	2917/955	Registered	
57	2917/956	Registered	
58	2917/957	Registered	
59	2917/958	Registered	
60	2917/959	Registered	
61	2917/960	Registered	
62	2917/961	Registered	
63	2917/962	Registered	
64	2917/963	Registered	
65	2917/964	Registered	
66	2917/965	Registered	
67	2917/966	Registered	
68	2917/967	Registered	
69	2917/968	Registered	
70	2917/969	Registered	
71	2917/970	Registered	
72	2917/971	Registered	
73	2917/972	Registered	
74	2917/973	Registered	
75	2917/974	Registered	
76	2917/975	Registered	
77	2917/976	Registered	
78	2917/977	Registered	
79	2917/978	Registered	
80	2917/979	Registered	
81	2917/980	Registered	
82	2917/981	Registered	
83	2917/982	Registered	
84	2917/983	Registered	
85	2917/984	Registered	
86	2917/985	Registered	
87	2917/986	Registered	
88	2917/987	Registered	
89	2917/988	Registered	
90	2917/989	Registered	

Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
91	2917/990	Registered	
92	2917/991	Registered	
93	2917/992	Registered	
94	2917/993	Registered	
95	2917/994	Registered	
96	2917/995	Registered	
97	2917/996	Registered	
98	2917/997	Registered	
99	2917/998	Registered	
100	2917/999	Registered	
101	2917/1000	Registered	
102	2918/1	Registered	
103	2918/2	Registered	
104	2918/3	Registered	
105	2918/4	Registered	
106	2918/5	Registered	
107	2918/6	Registered	
108	2918/7	Registered	
109	2918/8	Registered	
110	2918/9	Registered	
111	2918/10	Registered	
112	2918/11	Registered	
113	2918/12	Registered	
114	2918/13	Registered	
115	2918/14	Registered	
116	2918/15	Registered	
117	2918/16	Registered	
118	2918/17	Registered	
119	2918/18	Registered	
120	2918/19	Registered	
121	2918/20	Registered	
122	2918/21	Registered	
123	2918/22	Registered	
124	2918/23	Registered	
125	2918/24	Registered	
126	2918/25	Registered	
127	2918/26	Registered	
128	2918/27	Registered	
129	2918/28	Registered	
130	2918/29	Registered	
131	2918/30	Registered	
132	2918/31	Registered	
133	2918/32	Registered	
134	2918/33	Registered	
135	2918/34	Registered	

Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
136	2918/35	Registered	
137	2918/36	Registered	
138	2918/37	Registered	
139	2918/38	Registered	
140	2918/39	Registered	
141	2918/40	Registered	
142	2918/41	Registered	
143	2918/42	Registered	
144	2918/43	Registered	
145	2918/44	Registered	
146	2918/45	Registered	
147	2918/46	Registered	
148	2918/47	Registered	
149	2918/48	Registered	
150	2918/49	Registered	
151	2918/50	Registered	
152	2918/51	Registered	
153	2918/52	Registered	
154	2918/53	Registered	
155	2918/54	Registered	
156	2918/55	Registered	
157	2918/56	Registered	
158	2918/57	Registered	
159	2918/58	Registered	
160	2918/59	Registered	
161	2918/60	Registered	
162	2918/61	Registered	
163	2918/62	Registered	
164	2918/63	Registered	
165	2918/64	Registered	
166	2918/65	Registered	
167	2918/66	Registered	
168	2918/67	Registered	
169	2918/68	Registered	
170	2918/69	Registered	
171	2918/70	Registered	
172	2918/71	Registered	
173	2918/72	Registered	
174	2918/73	Registered	
175	2918/74	Registered	
176	2918/75	Registered	
177	2918/76	Registered	
178	2918/77	Registered	
179	2918/78	Registered	
180	2918/79	Registered	

Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
181	2918/80	Registered	
182	2918/81	Registered	
183	2918/82	Registered	
184	2918/83	Registered	