

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2953

Folio

905

**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 4 ON STRATA PLAN 75068

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

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

MARK EDMUND MULCAHY  
CINDY ANN MULCAHY  
BOTH OF PO BOX 90 BODDINGTON WA 6390  
AS JOINT TENANTS

(T N990834 ) REGISTERED 20/9/2018

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

- 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.
- Q276176 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 10/1/2025.

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: SP75068  
PREVIOUS TITLE: 2101-188  
PROPERTY STREET ADDRESS: UNIT 4 67 WRAY AV, FREMANTLE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF FREMANTLE

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

STRATA PLAN

**75068**

SHEET 2 OF 3 SHEETS

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

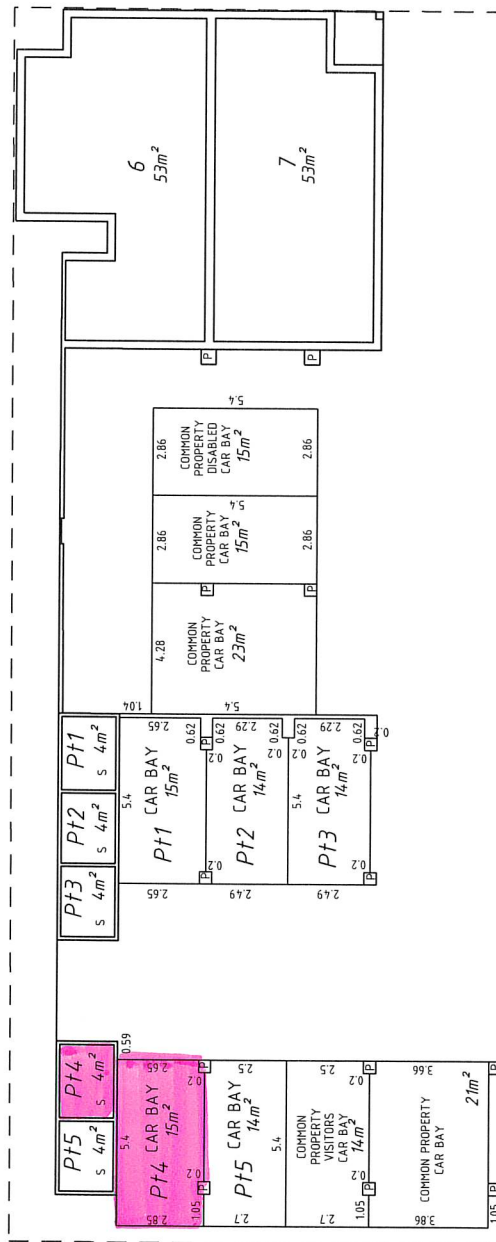
## GROUND FLOOR PLAN

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

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN  
THE STRUTUM OF THE CAR BAY PART LOTS EXTENDS FROM THE UPPER SURFACE OF THE CAR BAYS TO A HEIGHT OF 2.5 METRES, EXCEPT WHERE COVERED

S - Denotes Storage  
P - Denotes 0.4m x 0.4m Concrete Pillar which are Common Property

FOR OTHER PARTS OF LOTS 1 TO 5 INCL SEE SHEET 3



**db surveys**  
LICENSED LAND SURVEYORS

Phone/Fax: 9448 1033  
Mobile: 0419 930 950

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

STRATA PLAN

**75068**

SHEET 3 OF 3 SHEETS

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

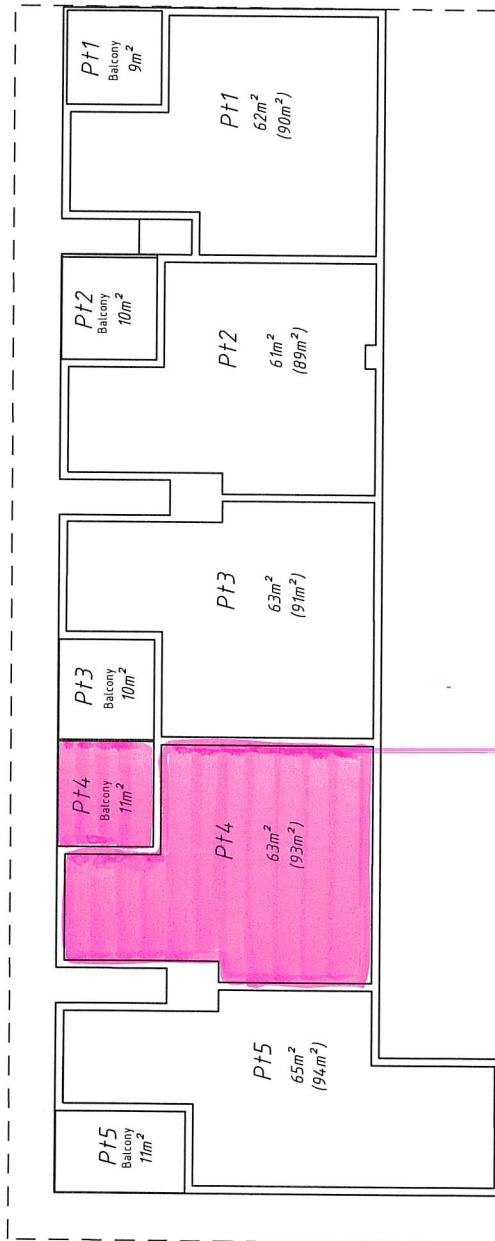
## FIRST FLOOR PLAN

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

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE INNER SURFACES OF THE BALCONY WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

FOR OTHER PARTS OF LOTS 1 to 5 INCL SEE SHEET 2

P - Denotes Pillar



**db surveys**  
LICENSED LAND SURVEYORS

Phone/Fax: 9448 1033  
Mobile: 0419 930 950

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

# FORM 3

STRATA PLAN No. 75068							
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	16						
2	16						
3	16						
4	16						
5	16						
6	10						
7	10						
				Aggregate	100		

## DESCRIPTION OF PARCEL AND BUILDING

A two storey building comprising 2 commercial units and 5 residential units situated on Lot 3 on P 4384.

The address is 67 Wray Avenue, Fremantle WA 6160

## CERTIFICATE OF LICENSED VALUER STRATA

I, **K. A. Lane**, 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.

01-Aug-2018

Date \_\_\_\_\_



Digitally signed by  
Kirsty Lane AAPI  
Licensed Valuer No.  
44458

Signed

## FORM 5

Strata Titles Act 1985

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

**STRATA PLAN No. 75068**

### DESCRIPTION OF PARCEL & BUILDING

5 Residential and 2 Commercial units situated on Lot 3 P 4384 and contained in  
CT Vol 2101 Fol 188 and having a street address of 67 Wray Ave Fremantle

### CERTIFICATE OF LICENSED SURVEYOR

I, David Bussell, 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*.~~



David W Bussell  
2018.06.27 16:01:35 +08'00'

.....  
Licensed Surveyor

.....  
Date

\*Delete if inapplicable

## Occupancy permit – strata

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

Permit number  
OPS0006/18

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 3 Plan 4384 67 Wray Avenue FREMANTLE WA 6160		
Certificate of title	Volume: 2101	Folio: 188	
Lot(s) on survey	Lot 3 on Plan 4384		
Strata plan number	75068	Land being re-subdivided (if applicable)	
Description of building	Residential, Office & Carpark		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 5 and 7a)	
Use(s) of the building	Residential and Commercial Tenancies		Each restriction on use (if applicable)

### 2. Permit details

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


Details

2 Storey Mixed Use Building - Residential, Office and Carpark

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: 14 August 2018
Permit authority	City of Fremantle	

FORM 26

WAPC Ref. FS007/17

STRATA PLAN NO 75068

*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 . . . . .  
1-Aug-18 . . . . . 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. . . . .  
Lot 3 in Plan 4384  
Location . . . . .  
Wray Ave Fremantle  
Locality . . . . .  
Fremantle  
Local Government . . . . .  
City of Fremantle

Lodged by: . . . . . David Bussell  
Date: . . . . . 1-Aug-18

  
For Chairman, Western Australian  
Planning Commission

06/08/2018

Date

(\*To be deleted as appropriate.)



[illegible]

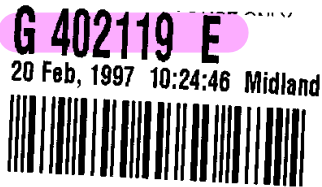
**Note:** Entries may be affected by subsequent endorsements.

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.



LODGED BY

Kott Gunning

ADDRESS

PHONE No.

Box 97.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

(4) 7

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

ENDORISING INSTRUCTION

NE 38

EXAMINED

*[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 Book.

INITIALS OF  
SIGNING  
OFFICER

*[Signature]*



**REGISTRAR OF TITLES**

16748/6/92-3M-L/5696

## 9. ACKNOWLEDGMENTS

The parties acknowledge that this grant of easement shall be determinable by the Grantee at its absolute discretion.

Executed as a Deed on the 12<sup>th</sup> day of FEBRUARY 1997.

SIGNED by  
**CLYDE MCGILL**  
in the presence of:

) *Clyde McGill*  
)

*Fran Musca*  
Witness (Signature).  
FRAN MUSCA

65 WRAY AVENUE  
FREMANBLE

Address.

VETERINARIAN

Occupation.

SIGNED by  
**COLLEEN RIGBY**  
in the presence of:

) *Colleen Rigby*  
)

*Fran Musca*  
Witness (Signature).  
FRAN MUSCA

65 WRAY AVENUE  
FREMANBLE

Address.

VETERINARIAN.

Occupation.

RE SIGNED & RE SEALED.

The Common Seal of  
MILEWAY ENTERPRISES PTY LTD  
(ACN 074 714 686) was hereunto  
affixed by the authority of  
the Directors in the presence  
of:-



DIRECTOR *[Signature]*

DIRECTOR/SECRETARY *L Campanella*

THE COMMON SEAL of  
ERINLEA PTY LTD *De 44*  
(A.C.N. 074 714 ~~840~~ *840*) was  
hereunto affixed by authority  
of the Directors  
in the presence of:

*[Signature]*  
Director

*L Campanella*  
Director/Secretary

Who certify that they are the proper officers to affix the seal.

*er.alea, carigway*

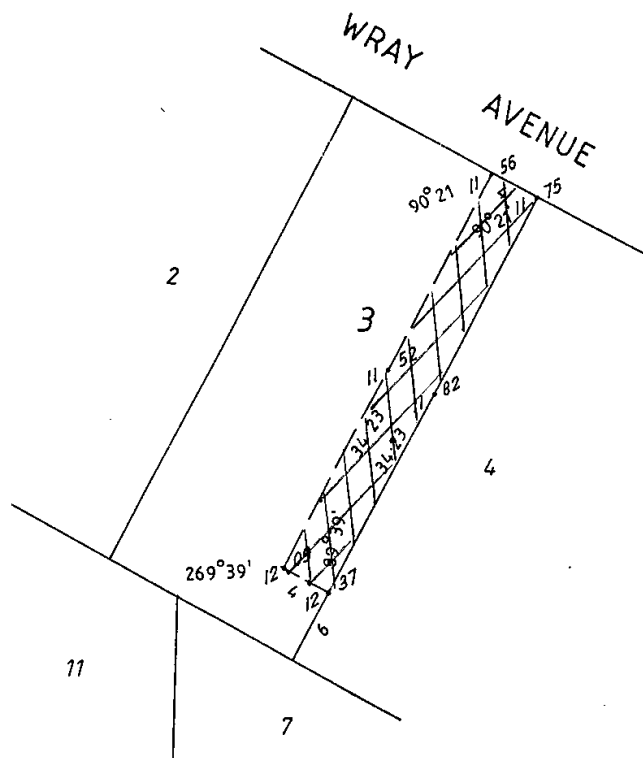


SKETCH OF RIGHT OF CARRIAGEWAY  
OVER LOT 3 OF FREMANTLE TOWN LOT 695  
ON PLAN 4384

SKETCH CORRECT

initials & L C

*EDP*  
*X L C*  
*Ham.*



SCALE 1:500

DATUM FOR LEVELS: A.H.D.  
S.S.M. FRE 2A R.L. 27.665

3051/96/1/A  
JAN 1997

PREPARED BY:

SCANLAN SURVEYS PTY LTD  
LICENSED SURVEYORS

- (b) enter upon the carriageway on the Servient tenement by his agents, engineers, servants, workman and others (with or without vehicles plant and equipment) to inspect, clean, repair, repaint and generally maintain the carriageway as is reasonably required from time to time;
- (c) keep the carriageway free of obstruction from any vehicles passing or repassing on the carriageway;
- (d) to not alter the ground level of the carriageway from its present ground level as set out in the diagram;
- (e) mark out the boundary of the carriageway in white paint and also to mark the carriageway clearly with the words "No Parking" in a manner sufficient to communicate that the carriageway shall be kept clear of parked vehicles and to keep and maintain such markings in good condition.

#### **4. MAINTENANCE**

The parties shall share the costs of maintenance and repair of the carriageway only as to the Grantor one third share and as to the Grantee two thirds share. The parties shall at all times repair, maintain and clean the carriageway only and regularly remove any rubbish from it.

#### **5. NO RESTRICTION**

The Grantor shall not erect or suffer to be erected at any time any dividing fence and will not place or allow any obstacle to be placed or left on the carriageway and shall generally take such reasonable measures to enable the Grantee to fully enjoy the carriageway.

#### **6. FENCING**

The Grantor and the Grantee shall equally share the cost of supply and affixing along the boundary of the carriageway dividing the carriageway from the balance of the Servient Tenement such fence to be of a "Super Six" nature or such similar material. The Grantee shall erect such necessary protective guards protecting the said fence from vehicular traffic along the carriageway such protective guard to be the Grantee's absolute selection and wholly at its own costs.

#### **7. INSURANCE**

The parties shall each provide public liability insurance over the carriageway.

#### **8. ASSURANCE**

The parties shall each do and execute such things deeds and documents as are necessary to give effect to the terms of this deed.

## BLANK INSTRUMENT FORM

12 FEB 1997

EASEMENT FOR CARRIAGEWAY

MIDLAND

12 FEB 1997 MIDLAND 241768 17/STD 5.00 A

THIS DEED OF EASEMENT is made the 12th day of February 1997.

## BETWEEN:

## 1. PARTIES

- 1.1 **CLYDE MCGILL** and **COLLEEN RIGBY** both of 65 Wray Avenue Fremantle in the State of Western Australia, (the Grantor which expression where the context so admits or requires shall extend to and include the legal assigns and transferees of the Grantor). *De L.C. of Unit 4, 13-15 James Street, MILEWAY ENTERPRISES PTY LTD (ACN 074 714 686) Fremantle*
- 1.2 ~~**ERINLEA PTY LTD (ACN 074 714 840)**~~ of 703 Albany Highway East Victoria Park in the said State (the Grantee which expression where the context so admits or requires shall extend to and include the successors in title and assigns of the Grantee).

## 2. RECITALS

- 2.1 The Grantor is the registered proprietor for the time being of all that piece of land being Lot 3 on Plan 4384 and being the whole of the land comprised in Certificate of Title Volume 902 Folio 70 (the land to be burdened) ("Servient Tenement"). *2101 SERV*
- 2.2 The Grantee the registered proprietor for the time being all that piece of land being Lots 4 and 5 on Plan 4384 and being the whole of the land comprised in Certificate of Title Volume 1784 Folio 595 (the land to be benefited) ("Dominant Tenement"). *DOMINANT*
- 2.3 The Grantor has agreed to grant to the Grantee an easement for the right of carriage as described in this Deed ("carriageway").

## NOW BY THIS DEED:

## 3. GRANT

- 3.1 The Grantor **HEREBY GRANTS** to the Grantee the right to:
- (a) use the carriageway on the Servient Tenement, as delineated by cross hachuring on the diagram annexed to this Deed ("diagram") for the purpose of vehicular traffic and general access to and from the Dominant Tenement;

FORM B4

OFFICE USE ONLY

**N976669 SM**

31 Aug 2018 10:48:50 Perth



(INSERT DOC TYPE HERE)

LODGED BY STELLA SETTLEMENTS  
ADDRESS PO BOX 59 BURSWOOD WA 6100  
PHONE No. 08 9361 4491  
FAX No. 08 93615932  
REFERENCE No. 2016/564  
ISSUING BOX No. 999 *L*

PREPARED BY STELLA SETTLEMENTS  
ADDRESS PO BOX 59 BURSWOOD WA 6100  
PHONE No. 08 9361 4491 FAX No. 0893615932  
REFERENCE No. 2016/564

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

*1/1*

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <i>Consent letter</i>	Received Items Nos.
2. <i>Letter</i>	
3. _____	<i>2</i>
4. _____	
5. _____	
6. _____	
Receiving Clerk <i>[Signature]</i>	

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





**PROPOSED ADDITIONAL BY-LAWS TO THE STANDARD  
SCHEDULE 1 & 2 BY-LAWS CONTAINED IN ATTACHMENT NO 1**

**FORM 25**

*Strata Titles Act 1985*

Section 5C (1)

**STRATA PLAN No. 75068**

**MANAGEMENT STATEMENT**

**LEXDOM PTY LTD (ACN 600 817 347)**

(Name of original proprietors of land the subject of the plan)

(Description of parcel the subject of the plan)

**LOT 3 ON PLAN 4384, THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF  
TITLE VOLUME 2101 FOLIO 188.**

This management statement lodged or 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 Schedules 1 and 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

**1. The Schedule 1 by-laws are amended, repealed or added to as follows-**

Schedule 1 by-law 12(3) is repealed and the following by-laws added -

**16. THEME OF DEVELOPMENT**

The strata scheme consists of a mix of residential and commercial use. Lots 1 to 5 are to be used for residential occupation and lots 6 and 7 for commercial use.

**17. USE OF LOTS 6 AND 7**

(1) The proprietors of lots 6 and 7 ("Commercial Lots") shall be permitted to conduct a business on their lot provided that all planning and other approvals for the use of the lot for the proposed purpose have been obtained from the City of Fremantle and the proprietor and/or tenant subsequently complies with those conditions and obtains any other necessary licenses or approvals from the appropriate government agencies..

(2) A proprietor or tenant of the Commercial Lots must –

- (a) conduct any business carried on its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
  - (b) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise to comply with the Environmental Protection Noise (Regulations);
  - (c) keep the interior of the lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during trading hours;
  - (d) not install any electrical equipment which will overload the cables, switchboards and other equipment that supply electricity to the scheme;
  - (e) not commence trade or open for business until they have received the approvals of all relevant authorities and of the strata company and any other party whose consent is legally required;
  - (f) take all reasonable care to ensure that the conduct of their business does not unreasonably impact on the peaceful enjoyment of the other proprietors, occupiers or residents of their lots.
- (3) The proprietors or the tenants of the Commercial Lots shall be permitted to open their businesses for trading at hours as permitted by appropriate government agencies, licensing authorities and the City of Fremantle. The strata company and proprietors acknowledge and agree they reside in an inner city development and they will not unreasonably interfere with the business operations of the Commercial Lots.
- (4) In the event that the use of a Commercial Lot requires a grease trap and venting system to be installed on the common property, then provided these items are not to be installed in a location that will cause inconvenience to the occupiers of the buildings, then the strata company will not unreasonably refuse an application for the installation of these items.
- (5) Either a proprietor or tenant of a Commercial Lot must arrange and maintain insurance on usual terms with an insurer authorized under the Insurance Act 1973 against each of the following:
- (a) Public liability in respect of the lot (with cover of at least \$10 million for each event, or such higher amount as the strata company may reasonably require);
  - (b) Damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels, the strata company's fixtures and all other things that are on or in the lot;
  - (c) Employer's liability in respect of all employees (including workers' compensation insurance).
- (6) The insurance under this clause must begin from the commencement of occupation of the lot and be maintained for the whole period that the lot is used or occupied. The strata company must be provided with a copy of any policy, certificate of currency or receipt they ask for in relation to this insurance.

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

- (1) It is the responsibility of the registered proprietor of a lot to ensure that all wet areas within the lot or lots of which they are the registered proprietor or occupier are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than waste pipes provided for the disposal of such water or liquid.
- (2) The registered proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from its lot.

**19. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS OR LOT PROPRIETORS**

Where and to the extent that the strata company resolves that access is necessary or desirable for repairs to the common property, cleaning of the external parts of the windows or painting and maintenance of a lot (or for any other reason they reasonably consider necessary), the proprietor, occupier or resident of a lot shall permit the strata company and its servants, agents, contractors and invitees (with all necessary plant and equipment) to have access to his lot in order to obtain access to any part of the common property or lot.

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

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

**21. EXCLUSIVE USE OF CAR BAYS GRANTED TO LOTS 6 AND 7**

- (1) The proprietors of lots 6 and 7 are in accordance with section 42(8) of the Act, granted exclusive use of that part of the common property that is delineated and marked "Exclusive Use of Lot 7" and "Exclusive Use of Lot 6" respectively on the sketch at Annexure "A" and shall:
  - (a) keep its exclusive use area in a clean, neat and tidy condition;
  - (b) use its exclusive use areas for the purposes of parking licensed motor vehicle;
  - (c) not be permitted to conduct any repairs or maintenance to a motor vehicle, upon any portion of the exclusive use area;
  - (d) responsible at its cost to remove any oil or fluid spills within its exclusive use area;
  - (e) not be permitted to enclose or construct any structure within its exclusive use area without the prior written consent of the strata company.
- (2) The proprietors of lots 6 and 7 are granted shared use of the portion of the common property that is delineated and marked "Shared Use of Lots 6 & 7" on

the sketch at Annexure "A" between the hours of 7.00am to 6.00pm daily and shall:

- (a) jointly keep the shared use area in a clean, neat and tidy condition;
- (b) use its shared use area for the purposes of parking licensed motor vehicles;
- (c) not be permitted to conduct any repairs or maintenance to a motor vehicle, upon any portion of the shared use area;
- (d) responsible at their shared costs to remove any oil or fluid spills within its shared use area;
- (e) not be permitted to enclose or construct any structure within the share use area without the prior written consent of the strata company;
- (f) permit visitors to the proprietors, occupiers or other residents of lots 1 to 5 to use the shared use area between 6.30pm to 6.30 am.

**22. SUNDRY ITEMS ON COMMON PROPERTY FOR THE USE OF A LOT**

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items including entrance doors, windows, door locks, lights, air conditioners, but not limited to such items that were installed on common property prior to the registration of the strata plan which are solely for the exclusive use of a particular lot.

**23. BALCONY AND TERRACE APPEARANCE AND FURNITURE**

- (1) The external appearance of the buildings is to be maintained to a uniform and aesthetically pleasing demeanour. A proprietor of a lot shall not install or affix any structure, fittings or fixtures, including shade sails, blinds, shutters, umbrellas or other similar improvements or objects to a balcony, terrace or an external wall or surface of the building unless it has been first approved in writing by the strata company (which may be granted or withheld at their absolute discretion).
- (2) A proprietor, occupier or other resident of a lot that contains a balcony shall –
  - (a) not place or keep pot plants on the balcony of a lot without the prior written consent of the strata company, such consent will not be unreasonably withheld;
  - (b) ensure at all times that all outdoor furniture that is on the balcony is fitted with suitable floor pads that will prevent the transmission of noise and is secured to prevent potential damage to other lots or the common property;
  - (c) ensure that rubbish or litter does not fall or is blown by wind from its balcony onto the lots below.

**24. QUORUM FOR A GENERAL MEETING**

For a general meeting that is not a requisitioned meeting, one-quarter of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

**25. RESERVE FUND**

The strata company shall establish and administer a reserve fund in accordance with section 36(2) of the Act for the purpose of accumulating funds to meet contingent expenses that may arise in the future. These funds shall be raised at a rate of 0.05 percent of the insurable value of the building per annum, or another appropriate amount determined by the strata company.

**26. COSTS NOT APPLICABLE TO CERTAIN LOTS**

In accordance with section 42B of the Act, the proprietors of lots 1 to 5 are exempt from any costs solely related to the Commercial Lots use of common property and increase in the insurance cost that result from the businesses conducted on the Commercial Lots.

**27. STRATA COMPANY TO RECOVER LEGAL COSTS FOR DEBT COLLECTION OR BREACHES**

Any costs incurred by the strata company in the pursuit and recovery of monies owing by a proprietor, including interest chargeable in accordance with the Act and the Regulations of the Act, the cost of engaging the strata manager, a solicitor and debt collector including further any justifiable expenses of the strata manager outside of his normal duties as detailed in his agreement with the strata company shall, where permitted at law, be payable on demand and if necessary, recoverable as a debt in a Court of competent jurisdiction.

**28. ORIGINAL PROPRIETOR ENTITLED TO BE A MEMBER OF COUNCIL**

Where the original proprietor remains the proprietor of any lot, the original proprietor shall be entitled to be a member of the council without the requirement to participate in any election of the council of owners held in a general meeting by the strata company provided that the original proprietor properly nominate for such election of the council as prescribed in the Schedule I by-laws.

**29. USE OF LOTS FOR DISPLAY TO ASSIST IN SELLING**

Nothing within the strata company by-laws restricts the rights of the original proprietor or its agents to reasonably use any lot that is owned by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme. The original proprietor or its agents shall be permitted to erect temporary signs on parts of the common property advertising the display lot.

**30. AIR CONDITIONING**

- (1) The proprietor of a lot shall be responsible for the insurance, and if necessary the repair, replacement, and installation of any new air conditioning unit or the maintenance and upkeep of an existing system.
- (2) A proprietor wishing to install additional air conditioner must apply to the strata company for approval to install the air conditioner. Air conditioners must be positioned in a location where the peaceful enjoyment of another occupier is not affected and is located so that it is concealed from public view.

- (3) In the event that the air conditioner or exhaust system is located on the common property or partly on the common property, then the proprietor of the lot shall be granted exclusive use of the cubic space comprising the condenser.

**31. SIGNAGE**

- (1) The signage that is located or is to be located on the common property or on parts of a lot that affect the overall appearance of the building must comply with the requirements of the City of Fremantle.
- (2) The proprietors, occupiers, other residents or tenants of the Commercial Lots shall be permitted to install signage on their lot, part of the common property or on part of the canopy that protrude into the road reserve, provided the signage complies with the requirements and regulations of the City of Fremantle and is confined to the ground floor level.
- (3) The proprietor, occupier, other resident or tenant of a residential lot must not display any sign, advertisement, placard, banner on any external part of their lot or on the common property without the prior written consent of the strata company (such consent is not to be unreasonably withheld).
- (4) Flickering electrical or neon signs or similar signage that may interfere with the peaceful enjoyment to the residential proprietors are not permitted on the common property or lots.
- (5) Nothing contained in this by-law shall restrict the right of the original proprietor or its nominee for a period of 2 years following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs, including for sale and for lease as the original proprietor sees fit.

**32. NO SMOKING**

No proprietor, occupier, other resident or invitee shall smoke any tobacco or other substance in or on any part of the common property.

**33. LIMITING ACCESS TO PARTS OF COMMON PROPERTY**

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, the proprietors or occupiers of any lot; and

**34. RUBBISH DISPOSAL**

- (1) A proprietor, occupier, resident or occupier of a lot shall -
  - (a) comply with all local government authority by-laws and ordinances and the approved waste management plan relating to rubbish disposal;
  - (b) ensure that any waste that is placed in a rubbish bin is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;

- (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by its disposal of garbage.
- (2) The strata company may investigate the use of a waste management contractor for cleaning and disposing of refuse for the residential apartments.
- (3) The proprietors or tenants of the Commercial Lots will at their cost make their own arrangements for rubbish disposal and will ensure their bins and bin area is kept clean and tidy and free from vermin.
- (4) Any proprietor, occupier, resident or tenant who is moving into or out of a lot shall at their expense immediately dispose of any rubbish (including cardboard boxes, wrapping material, packaging, broken furniture or similar waste). None of these, or similar, materials are to be stored, kept or remain on the common property. In the event that a proprietor, occupier, resident or tenant does not dispose of such rubbish immediately, the strata company shall do so and the proprietor, occupier, resident or tenant will be responsible for the costs of doing so.

### **35. COMMON PROPERTY**

- (1) A proprietor will:
  - (a) obey all reasonable directions of the strata company regarding use of the common property; and
  - (b) not obstruct the strata company in exercising its control over the common property.
- (2) A proprietor will give the strata company prompt notice of any accident to, or defect in, any common property.
- (3) A proprietor will not instruct any contractor or employee engaged by the strata company regarding works to the common property unless the proprietor has obtained the prior written consent of the strata company to do so.
- (4) A proprietor who breaches this by-law will:
  - (a) be responsible for payment to the strata company of any additional cost to the strata company arising from this breach;
  - (b) if the strata company requires the works to be removed or altered as a result of this breach, be responsible for the cost of removing, or altering the works; and
  - (c) indemnify the strata company from any cost, claim, liability or harm incurred or suffered by the strata company as a result of the breach.

### **36. LEASING OF LOTS**

- (1) A proprietor may grant a lease or similar occupancy right over its lot.
- (2) Any lease or occupancy right granted may only be granted for permanent or long term letting.



- (3) For the avoidance of doubt, an proprietor is not entitled to, and will not grant, any lease or similar occupancy right over its lot on a short term or holiday letting basis.
- (4) Without limiting this by-law, if an proprietor grants a lease, or similar occupancy right for its lot, the proprietor will:
  - (a) promptly give the strata company notice of the full name of each tenant and details of the proprietor's managing agent for its lot (if any);
  - (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these by-laws; and
  - (c) subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.

### **37. HOUSE RULES**

The elected council may make house rules from time to time for the orderly conduct and use of common property from time to time for -

- (a) control of the vehicle access way;
- (b) rubbish bins on rubbish collection day;
- (c) any other activities or use of the common property;

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

## **2. The Schedule 2 by-laws are amended, repealed or added to as follows-**

Schedule 2 by-laws 7(b), 8, 9, 10 and 12(c) are repealed and the following by-laws added -

### **16. NOISY VEHICLES NOT PERMITTED WITHIN THE STRATA SCHEME**

To ensure reasonable peace and enjoyment for all occupiers, a proprietor, occupier or other resident shall not be permitted to park a motor vehicle or motor cycle within the parcel boundaries whose exhaust noise emissions does not comply with noise decibel limits imposed by the Road Traffic (Vehicle Standards) Rules 2002 - Reg 144.

### **17. KEEPING OF PETS**

- (1) A proprietor, occupier or other resident of a lot shall be permitted to keep either one small domesticated dog weighing no more than 10 kilograms or thereabouts or 1 cat on its lot.
- (2) Domesticated cage birds are permitted provided the birds do not interfere with the quiet and peaceful enjoyment of their lots by the other proprietors.
- (3) A proprietor, occupier or other resident may only enter upon the common property with a pet for the purpose of access and egress to their lot.



- (4) Any dog or cat belonging to a proprietor, occupier or other resident that enters the common property, must be leashed or carried and under the control of a responsible person.
- (5) The strata company may serve notice on a proprietor, occupier or other resident of a lot whose pet causes a nuisance to other proprietors or breaches these by-laws. The notice shall request the removal of the offending pet within 7 days of service of the notice.

**18. PEACEFUL ENJOYMENT**

- (1) A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.
- (2) A proprietor, occupier or other resident shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.
- (3) In the event that clause (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor, tenant or visitor.

**19. INFLAMMABLE SUBSTANCES**

A proprietor will not, without the prior written consent of the strata company to do so, use or store in its lot or the common property any inflammable chemical, liquid or gas or other inflammable material, other than those substances used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

DATED THIS 30<sup>th</sup> DAY OF August 2018

**SIGNATURE OF APPLICANT**

Executed by LEXDOM PTY LTD (ACN 600 817 347)

Sole Director and  
Sole Secretary [Signature] [Signature]  
Signature of director Signature of director  
Domenico Del Borrella  
Name of director Name of director  
Full Name Domenico Filippo Del Borrella

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

ENCUMBRANCE Document & No *Mortgage M 754787*

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N976669] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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3/9/2018 16:20:01

See letter dated 3/9/18 from Stella Settlements to:

1. amend by deleting the word "proposed" from the heading;
2. amend Schedule 2 by-law numbering from 16 to 19 to now be numbered 15 to 18; and
3. note the correct mortgage number as N501133.

Also see Annexure "A" attached.

EV000832994 CONST



**Beyond Bank Australia**  
GPO Box 1430 Adelaide SA 5001  
100 Waymouth Street, Adelaide SA 5000  
**Phone** 13 25 85 **Fax** 08 8231 3060  
**Web** beyondbank.com.au  
**Email** contactus@beyondbank.com.au

30 August 2018

The Registrar  
Landgate  
Western Australia Land Information Authority  
Midland Square  
Midland WA 6058

Dear Sir/Madam,

**RE : CONSENT TO SUBSEQUENT LODGEMENT**

Community CPS Australia Ltd trading as Beyond Bank Australia, as Mortgagee of the land subject of Certificate of Title Volume 2101 Folio 188 of Mortgage Number N501133 hereby consents to the following registration over the said Certificate of Title by Stella Settlements.

1. Application for New Title subject of Strata Plan 75068
2. Lodgement of the Management Statement in relation to Strata Plan 75068

Signed by Ivan Calligaro, Business Banking Manager )  
Community CPS Australia Limited (ABN 15 087 651 143) )  
as attorney for Community CPS Australia Limited )  
(ABN 15 087 651 143) Pursuant to Power of Attorney )  
registered number M823609 )  
in the presence of: )

Signature of witness:

Full name of witness (Print):  
Full address of witness (Print):  
Occupation of witness (Print):

Cindy Tan  
3 Loftus Street West Leederville WA 6007  
Lending Administration Team Leader

Beyond Bank Australia is a trading name of Community CPS Australia Ltd  
ABN 15 087 651 143 - AFSL/Australian Credit Licence 237 856

**Beyond Bank**  
AUSTRALIA



Landgate  
Midland Square  
Midland WA 6056

EV000832995 LTR




DATE: 31 AUGUST 2018

STRATA PLAN 75068 Parent Title Details Lot 3 on Plan 4384 Volume 2101 Folio 188

I Sarah Barrack confirm I am the Settlement agent for the applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I request that Landgate amend the time clock details so that the Application for New Titles is simultaneous with the Management Statement.



.....  
Signed – Sarah Barrack  
Position – Conveyancer  
Email – [sarah@stellasettlements.com.au](mailto:sarah@stellasettlements.com.au)  
Phone 08 9361 4491

Licensee: Brooke Neale  
BGD Holdings Pty Ltd trading as Stella Settlements  
Independent Real Estate Settlement Agent



# Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: 2016/564  
Our Ref: N976669  
Enquiries: Helen Turner  
Telephone: 9273 7388  
Facsimile: 9273 7673

3 September 2018

STELLA SETTLEMENTS  
PO BOX 59  
BURSWOOD WA6100  
AU

Facsimile: 93615932  
Email:  
Delivered by: Fax

Dear Sir/Madam

## Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Req. Fee
N976669	<p>1. Schedule 1 by-law 21 refers to an exclusive use sketch at Annexure "A". No sketch has been attached.</p> <p>2. The Management Statement should not be headed "Proposed". A letter of authority to remove is required.</p> <p>3. The numbering of the Schedule 2 by-laws being added is incorrect. They should commence at by-law 15. A letter of authority to amend Schedule 2 by-laws numbered 16 to 19 to 15 to 18 is required.</p> <p>4. Page 10 refers to the incorrect mortgage number.</p>	0

Requisition Sub Total \$ 0  
Additional Fee \$ 0  
TOTAL FEE Payable \$ 0

Sincerely,



JEAN VILLANI  
REGISTRAR OF TITLES

### Requisitions may be attended to by:

1. Directly using the contact details provided above.
  2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
  3. Post to Landgate, Location Data Services, P O Box 2222, Midland WA 6936.
  4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above.**
- Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
- \*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



## PAYMENT OPTIONS (Fax Requisition)

**IN PERSON:** Customer Service Hall, Midland Square, Midland.  
or  
Perth Branch Office, QBE Building,  
200 St Georges Terrace, Perth.

**BY POST:** PO Box 2222, Midland WA 6936 or DX 88  
(Cheques or money orders to be made payable to Landgate.)

**BY FAX:** 9273 7673

DEALING NO: N976669

CONTACT PERSON: Helen Turner

YOUR REFERENCE: 2016/564

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**COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX ONLY)**

EBIS Account Number

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Western Australian Land Information  
Authority Office Use Only

Order No: \_\_\_\_\_

EBIS Company Name: .....

Amount:      Fax Requisition Fee \$ \_\_\_\_\_      Additional Fees \$ \_\_\_\_\_      Total \$ \_\_\_\_\_

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account: .....  
(Signature of person authorising payment)

Name of person authorising payment: .....  
(Please Print Name)

Contact Phone No: .....

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**OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD**

Credit Card Number

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Card Holder Name: .....  
(Please Print)

Contact Phone No: .....

Postal Address: .....

Credit Card Type (Please tick):

Visa ☐      MasterCard ☐

Expiry Date: ...../..... (MM/YY)

Amount:      Fax Requisition Fee \$ \_\_\_\_\_      Additional Fees \$ \_\_\_\_\_      Total \$ \_\_\_\_\_

Signature: .....



ABN 99 144 864 719

110 Goodwood Parade,  
Burswood WA 6100

Postal: PO Box 59,  
Burswood, WA 6100

Phone: 08 9361 4491

Fax: 08 9361 5932

info@stellasettlements.com.au

3 September 2018

Our ref: 2016/0564

LANDGATE  
PO BOX 2222  
MIDLAND WA 6936

Dear Sir/Madam

**RE: 67 WRAY AVENUE, FREMANTLE**  
**LEXDOM PTY LTD – STRATA PLAN NUMBER 75068**

REGARDING REQUISITION NOTICE FOR DOCUMENTS NUMBER – N976669

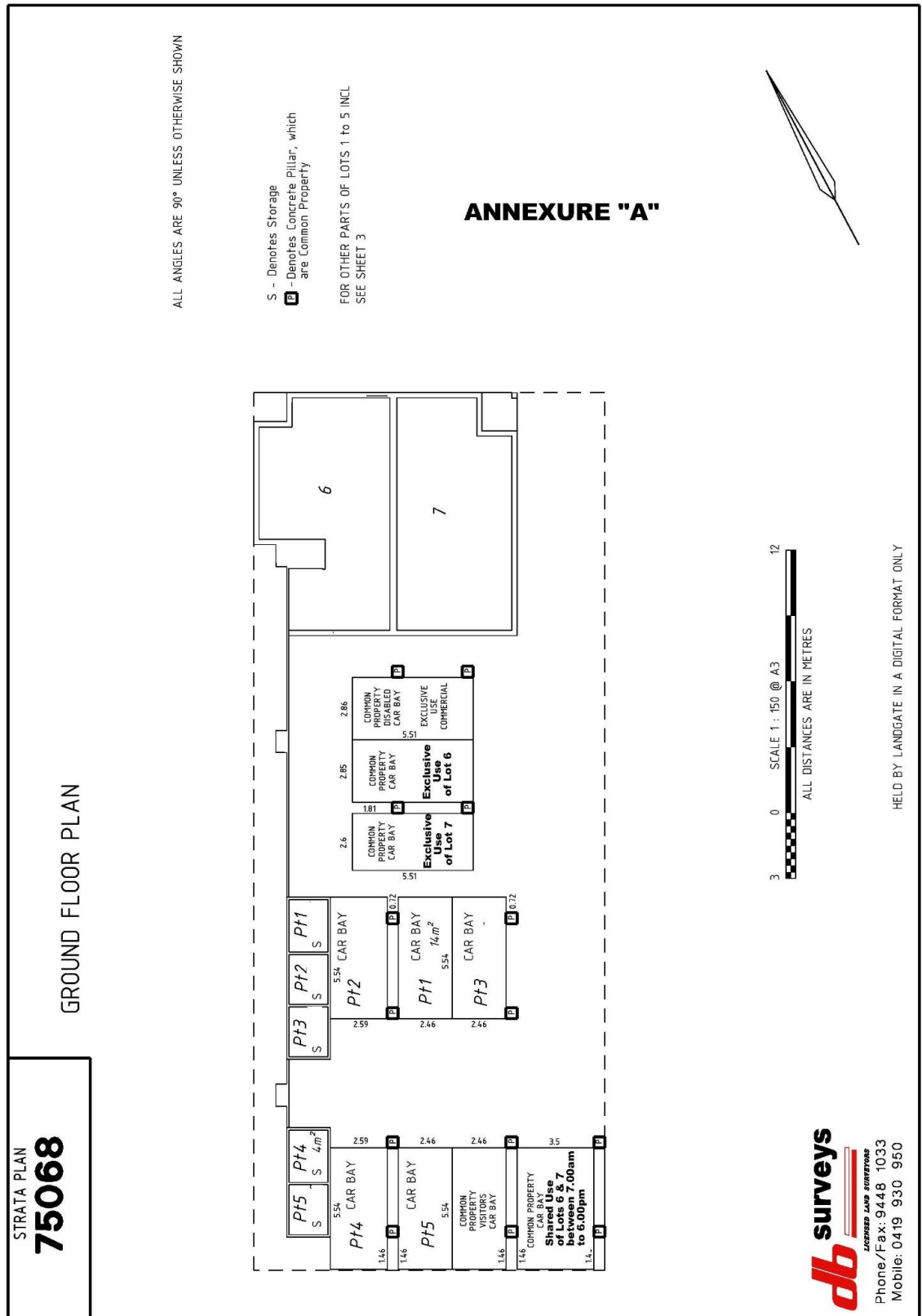
We act for the Applicant and have authority to and request that the following amendments be made:

1. Please delete the word "proposed" from The Management Statement
2. We note the numbering of the bylaws is incorrect. Can you please amend Schedule 2 bylaws numbered 16 to 19 to be 15 to 18.
3. Page 10 refers to the incorrect mortgage number. Please note the correct mortgage number is N501133.

Yours faithfully  
**STELLA SETTLEMENTS**

SARAH BARRACK  
sarah@stellasettlements.com.au

Licensee: Brooke Neale  
BGD Holdings Pty Ltd trading as Stella Settlements  
Independent Real Estate Settlement Agent



3 0 12

SCALE 1 : 150 @ A3

ALL DISTANCES ARE IN METRES

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

**db surveys**

LICENSED LAND SURVEYORS

Phone/Fax: 9448 1033

Mobile: 0419 930 950

# Strata Plan 75068

Lot	Certificate of Title	Lot Status	Part Lot
1	2953/902	Registered	
2	2953/903	Registered	
3	2953/904	Registered	
4	2953/905	Registered	
5	2953/906	Registered	
6	2953/907	Registered	
7	2953/908	Registered	