

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2937

Folio

823

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 14 ON STRATA PLAN 68637

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

(T P721253) REGISTERED 26/9/2023

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. L898937 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 2/4/2012.

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:

SP68637

PREVIOUS TITLE:

2902-491

PROPERTY STREET ADDRESS:

UNIT 7 46 KNUTSFORD ST, FREMANTLE.

LOCAL GOVERNMENT AUTHORITY:

CITY OF FREMANTLE

STRATA PLAN

68637

SHEET 2 OF 4 SHEETS



MNG
 MNG GROUP
 PO Box 1501, Surfers W.A. 804
 Tel: (08) 9438 1500
 Fax: (08) 9438 1500
 ABN 90 009 363 311

MNG Ref: 95601SP-0040

AS TO THIS SHEET ONLY:

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 302(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE COURTYARDS EXTENDS FROM 1 METRE BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE BUILDING PART LOT TO THE UPPER SURFACE OF THE FIRST FLOOR PROJECTED OF THE BUILDING PART LOT ABOVE, EXCEPT WHERE COVERED. THE BOUNDARIES OF THE COURTYARDS ARE FROM THE OUTSIDE SURFACE OF THE BUILDING TO THE INSIDE SURFACE OF THE COURTYARD WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING.

ALL DIMENSIONS FROM BUILDINGS ARE FROM EXTERNAL FACE OF WALLS UNLESS OTHERWISE STATED.

ALL ANGLES ON THE PLAN ARE MULTIPLES OF 45° UNLESS DEFINED BY STRUCTURES. PARCEL BOUNDARIES OR OTHERWISE STATED.

FWP = FACE OF WALL PRODUCED

CY = COURTYARD

CB = CARBAY

S = STORE

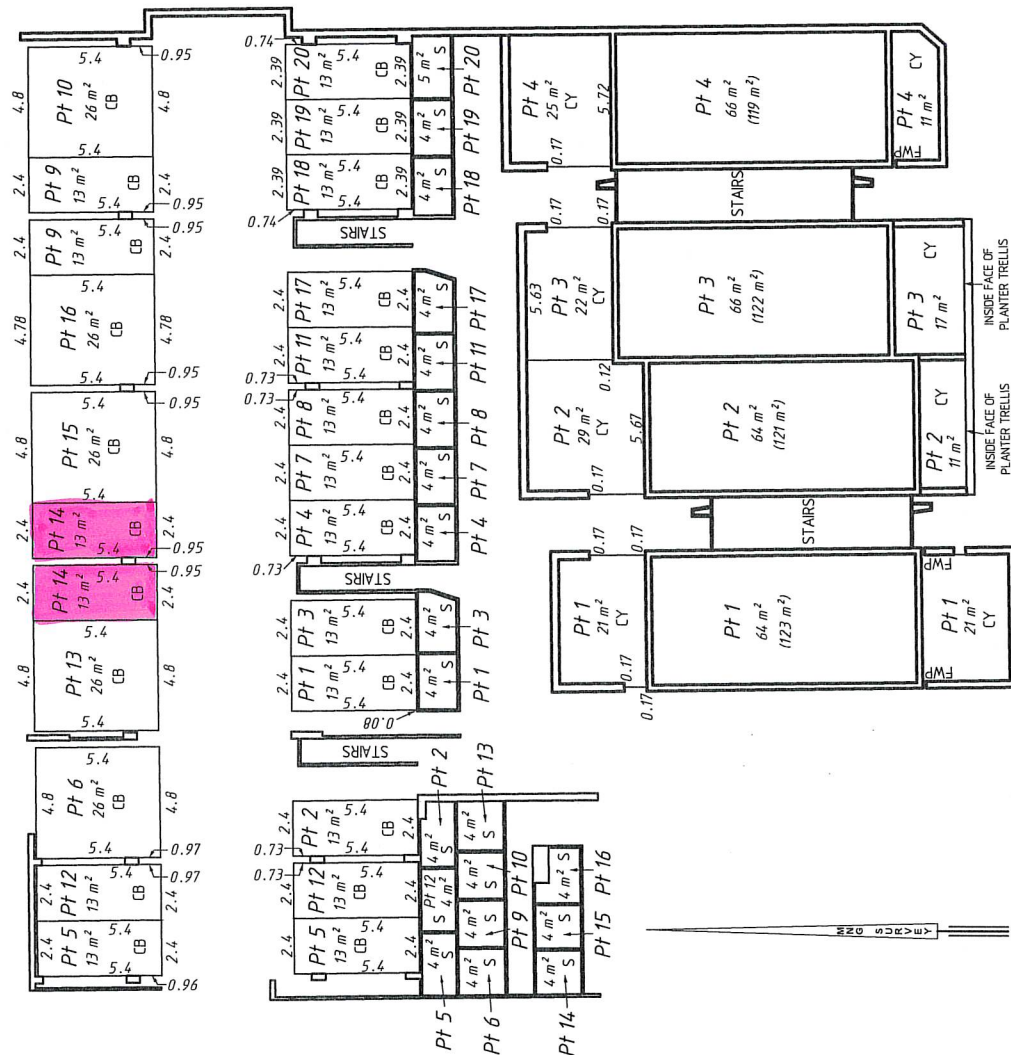
FOR OTHER PARTS OF LOTS 5 - 20 SEE SHEETS 3 & 4.

WHERE SHOWN, OUTSIDE SURFACE OF COLUMN DEFINES CARBAY BOUNDARY



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

GROUND FLOOR PLAN



68637

SHEET 3 OF 4 SHEETS



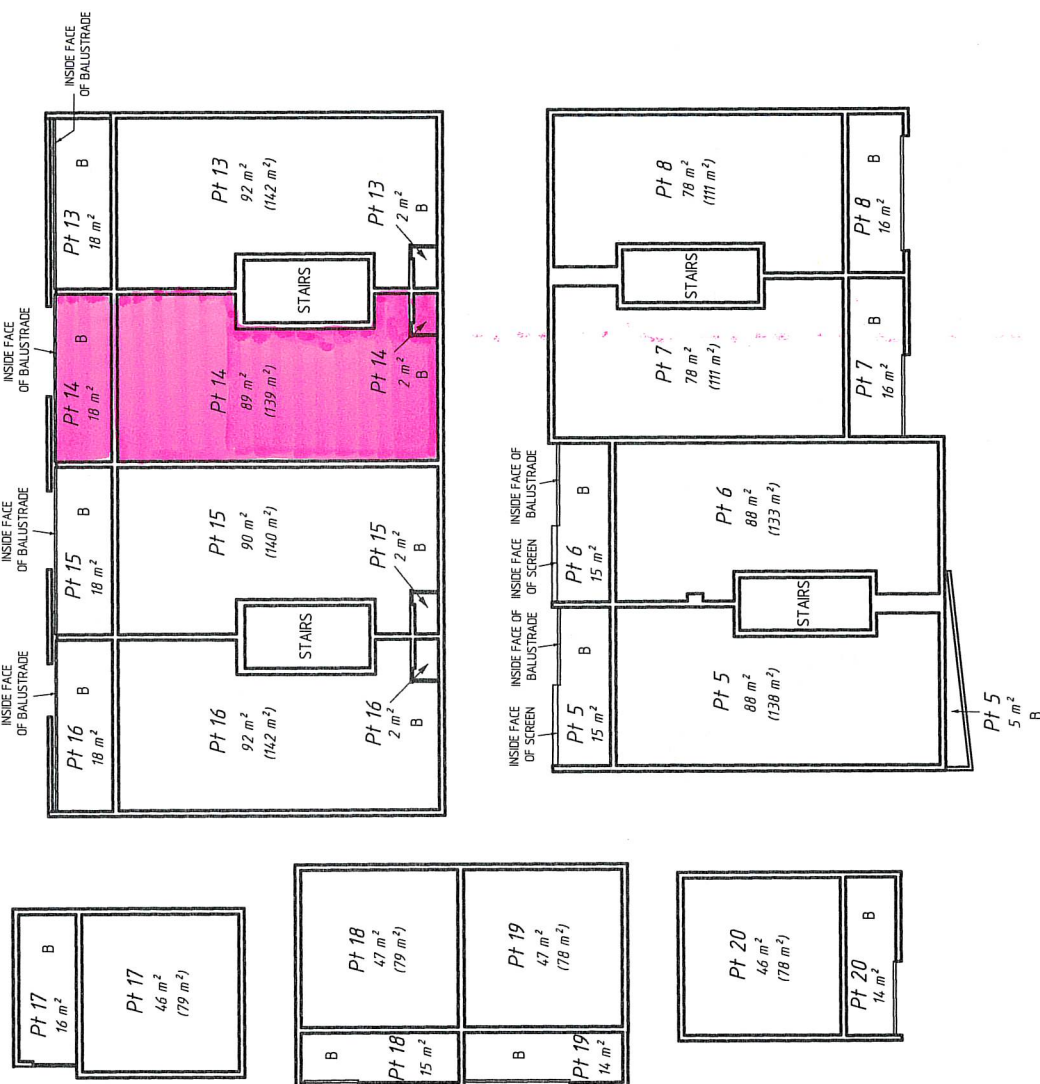
MCMULLEN NOLAN GROUP
Tel: (08) 6436 1599
Fax: (08) 6436 1500
MING Ref : 98601SP-0040



PO Box 3526, Success W.A. 6964
Email: info@mingsurvey.com.au
ABN 90 009 363 311

FIRST FLOOR PLAN

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



AS TO THIS SHEET ONLY:
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 302(a) OF THE STRATA TITLES ACT 1985.

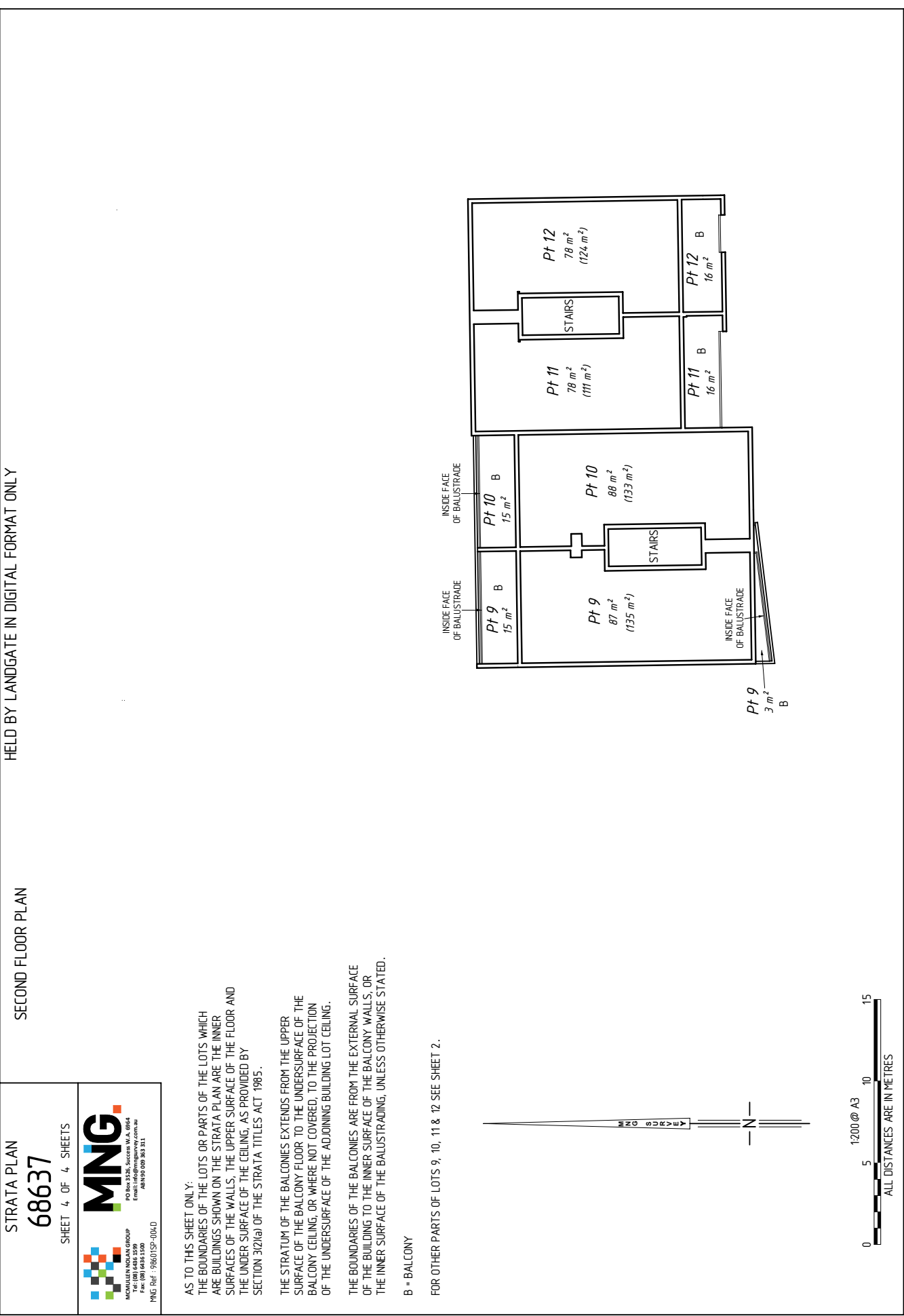
THE STRUT OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE UNDERSURFACE OF THE BALCONY CEILING, OR WHERE NOT COVERED, TO THE PROJECTION OF THE UNDERSURFACE OF THE ADJOINING BUILDING LOT CEILING.

THE BOUNDARIES OF THE BALCONIES ARE FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER SURFACE OF THE BALCONY WALLS, OR THE INNER SURFACE OF THE BALUSTRADING, UNLESS OTHERWISE STATED.

B = BALCONY

FOR OTHER PARTS OF LOTS 5 - 8 & 13 - 20 SEE SHEET 2.





FORM 3

STRATA PLAN No.				68637			
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	45			16	56		
2	45			17	40		
3	45			18	40		
4	45			19	40		
5	56			20	40		
6	55						
7	53						
8	53						
9	56						
10	55						
11	53						
12	55						
13	56						
14	56						
15	56			Aggregate	1,000		

DESCRIPTION OF PARCEL AND BUILDING

A 2017 year built, brick and iron, three level walk up development comprising of twenty residential dwellings

CERTIFICATE OF LICENSED VALUER STRATA

I, Enzo Evangelista, 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.

06-Sep-2017
Date

Enzo
Evangelista

Digitally signed by Enzo Evangelista
DN: CN=Enzo Evangelista, C=AU,
E=enzo.evangelista@htw.com.au
Reason: I am the author of this
document
Location:
Date: 2017-09-06 13:15:09
Signed

FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 68637

DESCRIPTION OF PARCEL & BUILDING

TWENTY RESIDENTIAL UNITS SITUATED ON LOT 128 ON
DEPOSITED PLAN 400720, HAVING A STREET ADDRESS OF
46 KNUTSFORD STREET, FREMANTLE, WA 6160.

CERTIFICATE OF LICENSED SURVEYOR

I, KENNY R SELLERS
....., 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*.~~



Kenny Sellers

2017.09.06 11:38:49 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Occupancy permit – strata

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

Permit number
OPS0009/17

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 128 DP 400720 46 Knutsford Street FREMANTLE WA 6160		
Certificate of title	Volume: 2902	Folio: 491	
Lot(s) on survey	1-20		
Strata plan number	68637	Land being re-subdivided (if applicable)	
Description of building	20 x Multi Residential Units. Store-Rooms and Car-Park		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 7a & 10a)	
Use(s) of the building	20 x Multi Residential Units. Store-Rooms and Car-Park		Each restriction on use (if applicable)

2. Permit details

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


Details

20 x Multi Residential Units. Store-Rooms and Car-Park

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 th October 2017
Permit authority	City of Fremantle	

FORM 26

WAPC Ref.

STRATA PLAN NO 68637

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
20-Sep-17 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 128 on DEPOSITED PLAN 400720
Location
46 KNUTSFORD STREET
Locality
FREMANTLE WA 6160
Local Government CITY OF FREMANTLE

Lodged by: McMULLEN NOLAN GROUP
Date:
.

For Chairman, Western Australian
Planning Commission
31/10/17
Date

(*To be deleted as appropriate.)

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

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. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. 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. **INFORMATION CONCERNING SITE CLASSIFICATION**
Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

L898937 MZ

02 Apr 2012 14:54:46 Perth



REG \$ 150.00

MEMORIAL CONTAMINATED SITES ACT 2003

LODGED BY

Department of Environment and Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982

FAX No. (08) 9333 7575

REFERENCE No. 8373

ISSUING BOX No. 888V

PREPARED BY

Contaminated Sites Branch
Department of Environment and Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982 FAX No. (08) 9333 7575

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

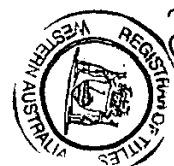
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

Receiving
Clerk

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.



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND
CONSERVATION

Client ID 699

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**MEMORIAL****CONTAMINATED SITES ACT 2003****SECTION 58(1) (a) (i) (I) (II) (III) (IV)****DESCRIPTION OF LAND (Note 1)**

LOT 1354 ON DEPOSITED PLAN 37671

EXTENT

Whole

VOLUME

2582

FOLIO

889

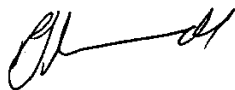
REGISTERED PROPRIETOR (Note 2)WESTERN AUSTRALIAN LAND AUTHORITY
OF LEVEL 3, 40 THE ESPLANADE, PERTH**INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)**

Under the Contaminated Sites Act 2003, this site has been classified as "remediated for restricted use". For further information on the contamination status of this site, please contact the Contaminated Sites Branch of the Department of Environment & Conservation.

Dated this Twenty-eighth

day of March

Year 2012

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)**Paul Newell
A/SECTION MANAGER.**

DELEGATE OF THE CHIEF EXECUTIVE OFFICER
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
UNDER SECTION 91 OF THE
CONTAMINATED SITES ACT 2003

**SIGNATURE OF WITNESS**

FULL NAME:

Christopher Chau

ADDRESS:

168 St Georges Tce PERTH WA 6000

OCCUPATION:

Data Management Officer

N757470 SM

06 Nov 2017 09:10:10 Perth



10

Management Statement

(INSERT DOC TYPE HERE)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

CWS LAWYERS
 3rd Floor
 45 St Georges Tce
 PERTH WA 6000
 Phone: 6210 7070
 Fax: 9218 8715

888(V)

PREPARED BY CWS Lawyers

ADDRESS Level 3, 45 St Georges Terrace
 PERTH WA 6000

PHONE No. (08) 6210 7070

FAX No. (08) 9221 2264

REFERENCE No. DJC:MD:GM2103926

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

2/2

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Received Items

Nos.

2/2

Receiving Clerk



EXAMINED

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

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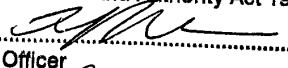
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Execution by persons having registered interests and caveators:

Western Australian Land Authority

Signed on behalf of the WESTERN AUSTRALIAN
LAND AUTHORITY by persons authorised by its
Board in accordance with Section 45(2)(b) of the
Western Australian Land Authority Act 1992.

.......... Kylie Joanne Reeves
Authorised Officer

.......... SARAH CHRISTINE RUSSELL
Authorised Officer

1. The proposed development

2. The proposed development

3. The proposed development

DATED 21 September 2017

Executed by FJM PROPERTY PTY LTD
ACN 102 637 856 in accordance with section
127 of the Corporations Act:



Signature of Director

Timothy Redvers Mack

Full Name of Director
(please print)



Signature of Director and Secretary

Gian-Maria Antonio Fini

Full Name of Director and Secretary
(please print)

Executed by GEORGIU CAPITAL PTY LTD
ACN 008 846 535 by its attorney FJM PROPERTY
PTY LTD ACN 102 637 856 under Registered Power
of Attorney number L884980 and in accordance
with section 127 of the Corporations Act:



Signature of Attorney

Timothy Redvers Mack

Full Name of Attorney
(please print)



Signature of Attorney

Gian-Maria Antonio Fini

Full Name of Attorney
(please print)

Executed by MAINPART HOLDINGS PTY LTD
ACN 110 051 128 by its attorney FJM PROPERTY
PTY LTD ACN 102 637 856 under Registered Power
of Attorney number L884979 and in accordance
with section 127 of the Corporations Act:



Signature of Attorney

Timothy Redvers Mack

Full Name of Attorney
(please print)



Signature of Attorney

Gian-Maria Antonio Fini

Full Name of Attorney
(please print)

to, or install any structure on the common property unless it is of a standard in keeping with a high class residential development and has been approved by the council.

11 Compliance with easement

A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.

12 Strata Company determinations

(1) The strata company may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme:

- (A) that commercial or business activities may be conducted on common property only during certain times; and
- (B) that facilities situated on the common property may be used only during certain times or on certain conditions,

and provided that the determination is otherwise in accordance with all requirements of all relevant authorities.

(2) A proprietor or occupier of a lot must comply with a determination referred to in bylaw 12(1).

13 Air-conditioning and Services Equipment

(1) In this bylaw:

Air Conditioning Equipment means the plant and equipment that provides air conditioning to a lot including the fan, the condenser unit and all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

Services Equipment means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

(2) Subject to bylaw 13(3), the proprietor or occupier of a lot is entitled to the exclusive use and enjoyment of the Air Conditioning Equipment and Services Equipment servicing that lot and the proprietor or occupier:

- (A) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and
- (B) must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.

(3) The strata company is responsible for the repair, maintenance, service, alteration, adjustment or replacement of the condenser unit and any air conditioner, air conditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the common property, which services a number of lots.

(4) The proprietor or occupier of a lot acknowledges and agrees that:

- (A) the Air Conditioning Equipment and the Services Equipment may be visible from a lot or on common property; and
- (B) the council may in its absolute discretion determine the location and visibility of the Air Conditioning Equipment and the Services Equipment and whether suitable covers or screening is required in respect of the Conditioning Equipment and the Services Equipment.

14 Alarm Systems

A proprietor, occupier or other resident of a lot must not install, upgrade or cause to be installed or upgraded a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).

- (2) the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and
 - (3) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.
- (i) install opaque film to the glazing of windows visible from outside the lot; or
 - (j) install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

4 Default

Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.

By-Laws relating to the Common Property

- 5** Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 6** A proprietor, occupier, or other resident of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or resident of another lot or to any person lawfully using common property.
- 7** A proprietor, occupier or other resident of a lot must not:
 - (a) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
 - (b) invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier;
 - (c) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
 - (d) use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
 - (e) use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order;
 - (f) use any part of the common property in breach of any rules prescribed by the strata company; or
 - (g) park or stand any motor or other vehicle upon any laneways that form part of the common property and follow any specified directions for travel in the laneways.
- 8** The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.
- 9 Council bank accounts**

The council may open such accounts in the name of the strata company in such bank or building society it thinks necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts. All cheques drawn on any bank account of the strata company must be signed by a member of the council.
- 10 Affixing or altering external surface of a lot**

Notwithstanding any other by-law, a proprietor of a lot must not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot or make any alteration

- (A) the strata company resolves that it will keep the glass, windows, balustrades and spandrels or specified parts thereof clean; or
 - (B) that glass, windows, balustrades and spandrels or parts thereof cannot be accessed by the proprietor or occupier of the lot safely or at all, in which case the cleaning will be undertaken by the strata company.
- (6) A proprietor or occupier of a lot that has shared receptacles for garbage, recyclable material or waste:
- (A) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines,
 - (B) must promptly remove any thing which the proprietor or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled, and
 - (C) must comply with the reasonable requirements of the council regarding the disposal of waste or recyclable material.
- (7) By-law 2(6) does not require a proprietor or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

3 External use of lot

A proprietor, occupier or other resident of a lot must not:

- (a) without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- (b) without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height (measured from the floor level);
- (c) affix or attach on any balcony or any part of a lot or other parts of the building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property without the prior approval of the council;
- (d) hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (e) display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, building or common property but nothing contained in this by-law must restrict the right of the original proprietors for the period of two (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 sign as the original proprietor sees fit;
- (f) carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- (g) cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- (h) install curtains or window treatments visible from outside the lot unless:
 - (1) the curtains or window treatments have white backing material;

- (b) A proprietor, occupier or other resident in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the strata manager;
 - (ii) permit any furniture or items to access or exit the building other than via the basement;
 - (iii) permit any vehicles to restrict access to the car park;
 - (iv) conduct operations so as to unduly restrict access of other residents to the lobbies or restrict access to fire escapes; or
 - (vii) damage the common property.
- (c) A proprietor, occupier or other resident moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.
- (3) A proprietor, occupier or other resident of a lot which includes a balcony must:
 - (a) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
 - (b) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
 - (c) permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this bylaw 1(3) are being complied with.

2 Additions, alterations and cleanliness of lot

- (1) A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event, must not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration.
- (2) A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.
- (3) Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him. Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.
- (4) A proprietor of a lot must not make any changes to the floor coverings or floor space within the lot unless the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings meet the equivalent acoustic insulation level in respect of the floor coverings installed in the lot by the developer (as certified by an acoustic consultant). If a proprietor of a lot re-installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturer's recommendations.
- (5) A proprietor or occupier of a lot must keep clean all exterior surfaces of glass, windows, balustrades and sprandrels on the boundary of the lot, including so much as is common property, unless:

- (2) any plants that die are replaced with similar plants; and
- (3) plants are not overgrown.
- (b) If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 23(a), the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot.

24 Legal costs

A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor, occupier or other resident of that lot in the performance or observance of any bylaws including, but not limited to, recovery of strata company contribution fees.

Schedule 2

1 Use and maintenance of lot

- (1) A proprietor, occupier or other resident must not:
 - (a) other than in accordance with these bylaws, use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities;
 - (b) use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;
 - (c) make undue noises or smells in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;
 - (d) park or stand any motor or other vehicle on common property or permit any invitees of the proprietor or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the bylaws;
 - (e) use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle;
 - (f) hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage; or
 - (g) store upon the lot, or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (2) (a) A proprietor, occupier or other resident intending to move any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) do so without notifying the strata manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the strata manager for the day and time of the proposed move;
 - (ii) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the strata manager; or
 - (iii) do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the strata manager.

- (B) for damage to or loss of property or injury to any person caused by the animal;
- (5) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property; and
- (6) must ensure that the animal is not at any time kept on a balcony when the proprietor or occupier of a lot is not at home.
- (d) This by-law:
 - (1) applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
 - (2) does not prevent the keeping of a dog used as a guide or hearing dog.
- (e) Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:
 - (1) any noise which is disturbing to an extent which is unreasonable; or
 - (2) damage to or loss of property or injury to any person.
- (f) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph (e), will entitle the strata company to require the immediate removal of the animal from the Building.

20 Storage of bicycles

A proprietor, occupier or other resident of a lot must not:

- (a) permit any bicycle to be stored in the common property other than in the bicycle storage facilities; and
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the council from time to time.

21 Installation of BBQ on lot

Unless a BBQ has already been constructed on a lot (including the installation of a gas connection point for the purposes of connection to a BBQ) prior to the registration of the strata plan, a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a built-in BBQ or a BBQ gas connection point, other than with the prior written consent of the strata company. A proprietor, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

22 Maintenance of garden and landscaped area on a lot

- (a) In this bylaw, **Garden** means a garden or landscaped area on a lot.
- (b) An owner, occupier or other resident of a lot that contains a Garden must maintain that Garden to a reasonable standard, including without limitation, ensuring that:
 - (1) the landscaping theme of the Garden and plants used in the Garden are generally consistent with the landscaping in the common property;
 - (2) the Garden is properly watered, weeded and cared for;
 - (3) any plants that die are replaced with similar plants; and
 - (4) plants are not overgrown.
- (c) If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 22(b), the Strata Company may enter the lot and maintain the Garden at the cost of the Owner of that lot.

23 Planter Boxes

- (a) An owner, occupier or other resident of a lot which contains a planter box, must maintain that planter box to a reasonable standard including, without limitation, ensuring that:
 - (1) all plants are properly watered, weeded and cared for;

regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.

- (d) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
 - (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
 - (2) accesses the Plant and Equipment at a reasonable time; and
 - (3) causes as little disruption and inconvenience as is possible in the circumstances.

19 Pets

19.1 Definitions

In this by-law:

Building means the building the subject of the strata plan;

Excluded Dog means:

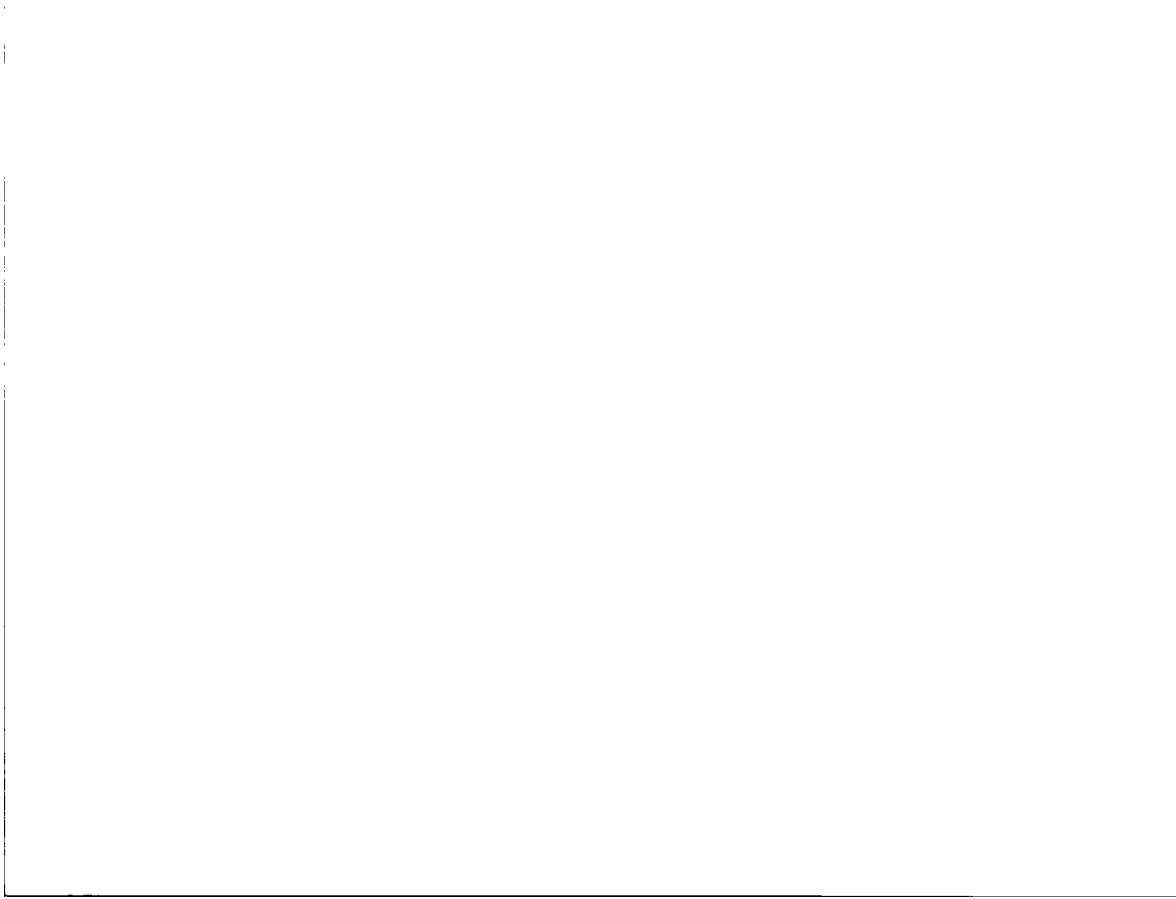
- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) any dog prohibited from importation into Australia by the Commonwealth government; and
- (d) an unregistered or dangerous dog under the Dog Act 1976.

Small Dog means any breed of dog which:

- (a) at its full-grown size, does not exceed 10 kilograms in weight; and
- (b) is not an Excluded Dog.

19.2 Permitted animals

- (a) A proprietor, or occupier of a Residential Lot may keep without the consent of the strata company:
 - (1) fish in an enclosed aquarium;
 - (2) 1 caged bird;
 - (3) 1 Small Dog; and
 - (4) 1 cat.
- (b) A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council before that proprietor or occupier keeps:
 - (1) any other type of animal including a dog which is not a Small Dog; or
 - (2) more than 1 dog or cat at the same time.
- (c) If a proprietor or occupier of a Residential Lot keeps an animal, then the proprietor or occupier:
 - (1) must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;
 - (2) must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot;
 - (3) must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;
 - (4) is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:
 - (A) any noise which is disturbing to an extent which is unreasonable;



registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- 16 (1) The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1(1)(b).
- (2) The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 16(1).

17 Strata contributions – administrative expenses and reserve fund

- (a) As provided in section 36 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- (1) in proportion to the unit entitlement of their respective lots; or
 - (2) in any other manner permitted under the by-laws and the Act from time to time.
- (b) The council may raise the contributions levied by the strata company pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
- (1) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and
 - (2) the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- (c) The council must:
- (1) establish a reserve fund in accordance with section 36(2) of the Act;
 - (2) determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and
 - (3) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.

18 Access over Lots for maintenance of Plant and Equipment

- (a) In this bylaw:
- Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.
- Plant and Equipment Lot** means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.
- (b) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:
- (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - (2) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
 - (3) causes as little disruption and inconvenience as is possible in the circumstances.
- (c) The proprietor, occupier or other resident of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time

FORM 25
Strata Titles Act 1985
Section 5C(1)

STRATA PLAN NO. 68637

MANAGEMENT STATEMENT

Name of original proprietors of land the subject of the strata plan:

FJM Property Pty Ltd ACN 102 637 856, Georgiou Capital Pty Ltd ACN 008 846 535 and Mainpart Holdings Pty Ltd ACN 110 051 128

Description of parcel the subject of the plan:

Lot 128 on Deposited Plan 400720 and being the whole of the land comprised in Certificate of Title Volume 2902 Folio 491.

This management statement lodged or to be lodged with a strata plan in respect of the above land sets out the amendments and additions to the by-laws contained in Schedule 1 and Schedule 2 to the Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

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

repeal by-law 4(3) and adopt a new by-law 4(3) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws;

add by-law 5(10) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws;

repeal by-law 11(5) and adopt a new by-law 11(5) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws; and

add by-laws 16 to 24, as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws; and

The Schedule 2 by-laws are amended, repealed, or added to as follows:

repeal the Schedule 2 by-laws and adopt by-laws 1 to 14 as set out in Schedule 2 of this Attachment, in their place.

Schedule 1

- 4** (3) Subject to by-law 5(10), where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors as is determined by the Strata Company.
- 5** (10) While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council. If the original proprietor is appointed at the first annual general meeting of the Strata Company as the sole member of council, the original proprietor will remain as the sole member of council until further members of council are appointed at a general meeting of the Strata Company.
- 11** (5) Not less than 14 days' notice of every general meeting, except the first general meeting where only 7 days' notice is required, specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any



[illegible]

Note: Entries may be affected by subsequent endorsements.

Strata Plan 68637

Lot	Certificate of Title	Lot Status	Part Lot
1	2937/810	Registered	
2	2937/811	Registered	
3	2937/812	Registered	
4	2937/813	Registered	
5	2937/814	Registered	
6	2937/815	Registered	
7	2937/816	Registered	
8	2937/817	Registered	
9	2937/818	Registered	
10	2937/819	Registered	
11	2937/820	Registered	
12	2937/821	Registered	
13	2937/822	Registered	
14	2937/823	Registered	
15	2937/824	Registered	
16	2937/825	Registered	
17	2937/826	Registered	
18	2937/827	Registered	
19	2937/828	Registered	
20	2937/829	Registered	